

# EXHIBIT 55

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF ROCKLAND

55576-017

SERIAL NO.	173
SERVED	
RECEIVED	
FILED	

ANNE BRYANT, :  
Plaintiff, :

-v- :

BROADCAST MUSIC, INC. :  
(a/k/a/"BMI"), FORD KINDER, :  
KINDER & CO., LTD., :  
VADIVOX, INC., JULES M. "JOE" :  
BACAL; GRIFFIN BACAL, INC., :  
STARWILD MUSIC BMI, WILDSTAR :  
MUSIC ASCAP, SUNBOW :  
PRODUCTIONS, INC., :

Defendants. :

ANNE BRYANT, :  
Plaintiff, :

-v- :

SUNBOW PRODUCTIONS, INC., :  
Defendant. :

Index No. 5192/00

Hon. Andrew P. O'Rourke

Index No. 2821/02

Hon. Andrew P. O'Rourke

**AFFIDAVIT OF PLAINTIFF ANNE BRYANT IN RESPONSE TO  
THE AFFIDAVITS OF THOMAS GRIFFIN AND JULES M. BACAL**

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF ROCKLAND )

ANNE BRYANT, being duly sworn, deposes and says:

1. Defendant Jules M. Bacal's Affidavit as well as that of his partner, Thomas Griffin, have a number of themes which are inconsistent with other evidence in the case, and in fact inconsistent with other Affidavits submitted on the same motion

by defendants. To begin, Mr. Bacal does recite the evolution of GBI, the advertising agency, consistent with the Affidavit of his partner Thomas Griffin indicating that both GBI and Sunbow were founded in 1978. Both Bacal and Griffin attempt to distance themselves from the idea that Joe Bacal, a principal of both GBI and Sunbow, was involved in business issues. They suggest Bacal was only involved in creative matters and had no responsibility for business affairs. This is neither true nor consistent with what has been testified to in the case by Bacal and by Carole Weitzman - Sunbow's Vice President.

2. Carole Weitzman's Affidavit of March 31, 2004 states in two instances, "If there were business decisions that had to be made I would put the lawyers in touch with Tom Griffin or Joe Bacal, who had to make those decisions, or I would get the information from them and get it to the lawyers" (Weitzman Affidavit, Page 3, Paragraph 7). Weitzman further says "I was responsible for authorizing payments of creative fees to the artists in the earliest years at the direction of Tom Griffin or Joe Bacal" (Weitzman, Page 4, Paragraph 9).

**WEITZMAN'S TESTIMONY MAY 19, 2003**

3. Weitzman has been at Sunbow for "twenty-one years" (Weitzman Dep. at page 9, see Exhibit 1). The company was owned by Tom

Griffin and Joe Bacal (Page 9). The hierarchy of the company from at least 1990 on, was Tom Griffin and Joe Bacal (Weitzman 11); Weitzman reported to them; cue sheets (used in connection with T.V. productions) were prepared usually by the post-production facility in LA- Marvel Production- which probably did My Little Pony, GI Joe, Transformers, JEM, Big Foot and Robotics (Weitzman 15 and 16). Jay Bacal, Joe Bacal's son, worked on The Great Space Coaster, GI Joe, and Transformers as a production manager (Weitzman, 26). Licensing of properties to third-parties, she imagines were the responsibility of CJ or Tom or Joe (Weitzman, Pages 26 and 27); Dobishinski was the administrator of publishing for Starwild and Wildstar and was hired by Sunbow (Weitzman, Pages 32 and 33); information about composers would have come from Tom or Joe (Weitzman, Page 34).

**"TOM AND JOE" WORKED OUT THE DEALS**

4. In instances where a percentage of songs is shown in the cue sheets for the T.V. productions, those deals would be worked out with Tommy Goodman and Barry Harman and "they would be worked out with Tom and Joe" (Weitzman, Page 41). Tom Griffin and Joe Bacal were responsible for the percentage allocation (Weitzman, Page 42). As an example of one of the deals which was worked out by Bacal unilaterally, I cite the following testimony from Bacal's deposition:

**Bacal Dep. Page 74**

17 Q. So you received a writer's  
18 participation on the Transformers movie theme and  
19 Bryant did, Ford Kinder did, and someone named  
20 Douglas Aldridge.

21 Who is that?

22 A. Douglas Aldridge and Norman Murray  
23 Swan.

24 Q. The other name there --

25 A. Yeah, Douglas Aldridge and Norman

**Page 75**

1 Swan were a part of a group, I believe, called  
2 Lion, they were a rock group and that's who I  
3 believe that these gentlemen...that's what it is.

4 Q. Why are they shown as having a  
5 writer's participation?

6 A. Okay, that's the story I'm going to  
7 tell you.

8 When we did the movie, like all  
9 Sony movies today, you hire someone who is a  
10 music director, if you will. I don't know what  
11 the exact title is, but he is the one who  
12 contacts the music companies and gets the rights  
13 to different songs, different rock songs. We  
14 wanted it to be very -- sort of a forward  
15 production, edgy production of the Transformers,  
16 and wanted to appeal to a wider audience than the  
17 young children who were the primary viewers of  
18 the TV show and of the commercials. We wanted to  
19 have a larger residence in the culture, so we  
20 wanted kind of a rock, rock 'n roll attitude in

21 the music.

22 And he had discovered this rock  
23 group. He was not the manager of this group, but  
24 he had discovered or heard of this group or heard  
25 a tape of theirs, and he thought they had the

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1 kind of sound that he felt would be just right  
2 for the opening of the movie.

3 When he contacted them, they said,  
4 yeah, yeah, they would do it, but only if they  
5 got fifty percent of the writer's royalties, so I  
6 was told this and I said, well, you gotta talk to  
7 -- and they want -- also wanted a part of the  
8 publishing, half of the publishing as well. I  
9 said, well, you gotta talk to Ford about this  
10 because Ford was the person we had dealt with and  
11 tell him that we really want to do this and it's  
12 important to us and we have a long relationship  
13 here and a continued relationship, a great  
14 relationship, and we're sure they're going to do  
15 a lot of other things in the future, but in this  
16 particular case I want him to take less and be  
17 able to give them fifty percent because that's  
18 what they demand, otherwise they won't do it and  
19 we want them to do it.

20 So Ford was talked to and, as I  
21 recall hearing, he said, well, it doesn't make me  
22 too happy doing that, but if you really feel  
23 strongly that we have to do it, then, okay,  
24 because we do have some really strong  
25 relationships. And he was told, we think it

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1 needs to be done, we need to have this rock group  
2 record this and it's important to us so we would  
3 like you to do it. And he said okay, in that  
4 case, okay.  
5 And that was the only part of the  
6 conversation I heard. That was that.

Sunbow thereafter proceeded to submit a clearance form to BMI, which gave Aldridge and Swan a 50% share of the writer's royalties.

**Bacal Sought Permission**

5. This testimony also puts the lie to the notion that Sunbow obtained rights to the music on a work-for-hire basis. If the music had been commissioned on a work for hire basis, and Sunbow owned it, Bacal would not have stated the following: "well, you gotta talk to --and they want--also wanted a part of the publishing, half of the publishing as well. I said, well, you gotta talk to Ford about this because Ford was the person we had dealt with and tell him we really want to do this and it's important to us..." (Bacal, Page 76).

6. If Sunbow had the rights that the defendants say they had there would be no need to check with Ford. This simply proves that nothing that Bacal says can be believed. The Court will certainly recall his completely evasive answers to my interrogatories early on in the case.

**TOY JINGLES BECOME T.V. PRODUCTION MUSIC**

7. Weitzman knew that "a lot of the series themes were toy properties and they were commercial themes first which were handed over to me as a theme" (Weitzman, Page 47). The theme that was used in a commercial was frequently used in an extended version for the T.V. show. Those themes "then became part of the cue sheet for the show" (Weitzman, Page 47). This is a violation of the clearance procedure at both BMI and ASCAP, which does not permit the use of cue sheets for the clearance of pre-existing music: music not written specifically for the television program.

8. Although Weitzman was responsible for the cue sheets, she was unable to indicate how Sunbow assured itself that the composer's interest was being accurately reflected in them. Here is her testimony on the subject:

**Carole Weitzman, Page 49**

1	Q.	Right. Okay. How did Sunbow
2		assure itself that the composer's interest was
3		being accurately reflected in the cue sheets?
4	A.	I have no idea.
5	Q.	Well, wasn't that your job?
6	A.	I had nothing to do with the
7		accuracy of these cue sheets. The accuracy in
8		later years had to do with me. I was the person
9		that these cue sheets went to and filed them
10		and worked with Bill Dobishinski to look after
11		the money. This division had nothing to do
12		with me. It may have had to be based on
13		contracts that existed, but I wasn't the person
14		that said give yada yada this percentage or
15		whoever.

9. The foregoing makes clear that Joe Bacal was intimately

involved in all my deals involving my music. He was also involved from a business standpoint as well as a creative standpoint in using music that I had originally composed for T.V. commercial jingles for products. These were developed into T.V. shows produced by Sunbow, which used the jingle themes as the themes for these T.V. shows, as well as later uses in motion pictures and other media. (I have attached as **Exhibit 3** hereto portions of treatises that provide valuable insight into the music business and the royalties payable to writers such as myself).

10. Weitzman repeats the fact that the breakout given on the cue sheets was given by Tom and Joe, owners of Sunbow productions, which, after the original registrations, allocated a percentage of broadcast royalties to Bacal himself. In Weitzman's words, "I honestly don't know what her deal was," referring to my arrangements and understandings with Bacal and Sunbow (Weitzman, Page 57). She doesn't know for sure where other royalties such as mechanical royalties would go (Weitzman, 59). She's talking about compositions written for T.V. productions, specifically (Weitzman, 60). Similarly, Bacal testified as follows:

**Bacal Deposition Page 85**

7 Q. Was Sunbow credited on the video  
8 jacket for the Transformers?

9 A. I don't know. You'd have to look  
10 at see, I don't know, but it's certainly possible

11 that they were --

12 Q. Weren't you shown as the executive  
13 producer, you personally?

14 A. I am. I was.

15 Q. Do you know whether Anne Bryant got  
16 any royalties or monies whatsoever arising out of  
17 the sales of the videos or the movie?

18 A. I have no idea.

19 Q. Why wouldn't she get any money out  
20 of that?

21 MS. VALENCIA: Objection.

22 A. No, no, I just have no idea. You  
23 understand you're asking questions that I have no  
24 idea what she received or didn't receive and this  
25 is back in the eighties. I have no idea what she

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1 received or didn't receive.

....

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16 Did Anne Bryant have any rights in  
17 the music that was used in the TV show?

18 MS. VALENCIA: Objection.

19 A. I don't know the answer to that. I  
20 don't know the answer to that. I'm not an expert  
21 on music rights. I don't know what rights she  
22 had or didn't have.

23 Q. Well, assuming that -- strike that.  
24 The Transformers theme composed by  
25 Anne was used in the TV show, was it not?

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1 A. That's correct.

2 Q. Okay. How do we get -- how does

3 Anne lose any interest in that music that she  
4 composed? Is it by virtue of an agreement she  
5 had with you as the advertising agency? Is it by  
6 virtue of an agreement she had with -- this is  
7 all to your knowledge -- with Hasbro? How does  
8 whatever rights she had go to Hasbro?

9 A. I don't know -- I didn't say her  
10 rights went to Hasbro at all.

11 Q. Okay.

12 A. I didn't say her rights -- her  
13 rights -- let's be clear about this.

14 I never said that her rights went  
15 to Hasbro. I said that Hasbro is the copyright  
16 owner of the Transformers, that's what I said. I  
17 didn't say anything about where Anne Bryant's  
18 rights went. Whatever rights that she has she  
19 has. I don't know exactly all those rights that  
20 she has.

11. This testimony stands in sharp contrast to Bacal's recent proffer on the subject.

**TRUST AND CONFIDENCE AND PERSONAL RELATIONSHIP**

12. It is interesting how Bacal wants to suggest that our relationship was arms-length, strictly business and that I had no reason to trust him.

13. When Kinder and Bryant began doing work with Griffin Bacal, Bacal personally called to give us the assignments and discuss the business involved. I came to believe that Joe Bacal was

someone who could be trusted and was extremely loyal. Of necessity, I had to trust Bacal. After all, I was turning over the publishing rights to my musical compositions to Bacal, who owned the advertising agency GBI, the television production company Sunbow, and the publishing subsidiaries Starwild and Wildstar.

As the author, I could have copyrighted these works myself, but instead I relied upon Bacal and Sunbow to exploit these works on my behalf. Bacal and I, although we may have been co-authors on occasion, were never on equal footing in terms of the financial control and influence he exercised over my music.

#### The Nature of the Ad / Jingle Business

14. The advertising / jingle business operates in 13 week cycles.<sup>1</sup>

#### THE 13 WEEK CYCLE

15. Because the jingle business operates in thirteen week cycles, once I submitted music for use in the T.V. toy commercials it is entirely possible, if not probable, that any income to be realized by me by way of performance income or royalties from other uses would be payable in much less than a year. Again, the thirteen week cycle is the main factor, even though it may have taken somewhat longer to receive payment from

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<sup>1</sup> See Exhibit 2 – American Federation of Musicians summary of scale for TV and radio commercials, at page 4; Wage Scales - television and radio commercial announcements, at page 1; and also Kevin Carboni, “The Scoop on Television Advertising Production Costs” at page 3.

BMI or other payors. Nevertheless, full performance by both sides would have occurred within less than one year.

**THE DEFENDANTS' ADMISSIONS**

16. The defendants have also admitted, in documents signed by them, certain terms of the understanding between the parties. For example, the Bacal Affidavit acknowledges in Paragraph 15 that writers [including me] received 100% of the ASCAP BMI commercial advertising royalties, the full-writers share and a creative fee, but he disputes that writers were given any additional rights. Bacal is therefore acknowledging an agreement but disputing some of its terms. Moreover, he is putting the cart before the horse because as the composer it is not a question of what GBI or what Sunbow gave me, it was my music and the question is what rights did Bacal, Sunbow, or GBI receive from me - the composer.

17. Critically, the Copyright Act and the very agreements that Sunbow is throwing before the Court at this late date reveal that a relinquishment of the copyright requires a written agreement, and no such written agreement has been produced by the defendants. Again, rather than march down to the US Federal Court in Foley Square, I will simply say that the issue of the copyright was that I gave to GBI and/ or Sunbow the musical

properties that I created, but reserved and never transferred my writer's royalties. This is completely consistent with all of the treatises which would have been submitted to the court.

18. Bacal likewise confirms the existence of an agreement in Paragraph 19 where he says that he never had any discussion or contractual agreement with Ford Kinder or Anne Bryant that [he] would give them any rights beyond those linked to the performance royalties for the advertising jingles. This too, is an acknowledgment of an agreement.

19. This is also undercutting the notion that Bacal is not responsible for any business decisions or discussions. Griffin says much the same where he says, "as I understand Joe as previously testified, at GBI, we voluntarily gave composers who worked for us the full hundred percent of the writer's share (for both the lyric and music on music on jingles written for commercials, even though with respect to certain of the compositions at issue, Joe had written the lyrics." (Griffin Affidavit, Paragraph 7). This too is an acknowledgment in writing of an agreement between the parties, although we may dispute some of the terms.

**Sale of Sunbow to Sony**

20. Finally, Bacal goes to great lengths to minimize the amount

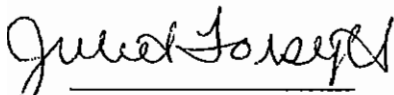
of money he's received as performance royalties, but carefully omits mention of the following facts:

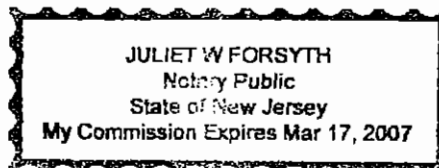
1. Bacal and Griffin split approximately \$10 million dollars when Sunbow was sold to Sony in 1998.
2. Prior to 1998 and the sale, Sunbow received whopping license fees from third-parties such as Kid Rhino, which I calculate to be several million dollars.
3. I vigorously disagree with Bacal's calculation of the royalties he received as performance royalties.
4. In fact, I calculate that as a result of Bacal's actions and his receipt of monies and diversion of my interest to others, that I am owed in excess of \$200,000 in performance royalties alone.

  
ANNE BRYANT

DATED: 4/29/04

Sworn before me this

  
Notary Public



18466



SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF ROCKLAND

Index No. 5192/00

ANNE BRYANT,

Plaintiff,

-vs-

BROADCAST MUSIC, INC.,

(a/k/a "BMI"), CLIFFORD A.

"FORD" KINDER, BINDER & CO.,

LTD., VADIVOX, LTD, JULES M.

"JOE" BACAL, GRIFFIN BACAL,

INC., STARWILD MUSIC BMI,

WILDSTAR MUSIC ASCAP, SUNBOW

PRODUCTIONS, INC., and JOHN

AND JANE DOES 1-10,

Defendants.

Caption Continued...

Deposition of CAROLE WEITZMAN,  
taken by and before Denise Posillico, at the  
offices of PATTERSON, BELKNAP, WEBB & TYLER,  
LLP, 1133 Avenue of the Americas, New York, New  
York, on Monday, May 19, 2003, commencing at  
9:30 in the morning.

GAF LEGAL SERVICES, INC.

COURT REPORTING \* VIDEOGRAPHY \* INTERPRETING

188 Eagle Rock Avenue

Roseland, NJ 07068

(973) 618-0500

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1 ANNE BRYANT,  
2 Plaintiff,  
Index No. 2821/02  
3 -vs-  
4 SUNBOW PRODUCTIONS, INC.,  
5 Defendant.

## 10 APPEARANCES:

11  
12 MONAGHAN, MONAGHAN, LAMB  
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15  
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Attorneys for Defendant,  
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22 New York, New York 10168  
BY: ADRIENNE L. VALENCIA, ESQ.  
23  
24  
25

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## EXHIBITS

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IT IS HEREBY STIPULATED AND  
AGREED by and between the attorneys for the  
respective parties herein, that the filing,  
sealing and certification of the within  
deposition be waived.

IT IS FURTHER STIPULATED AND  
AGREED that all objections, except as to the  
form of the question, shall be reserved to  
the time of the trial.

IT IS FURTHER STIPULATED AND  
AGREED that the within deposition may be  
sworn to and signed before any officer  
authorized to administer an oath with the  
same force and effect as if signed and  
sworn to before the Court.

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1 CAROLE WEITZMAN,  
2 called as a witness, having been  
3 duly sworn, was examined and testified  
4 as follows:

5  
6 DIRECT EXAMINATION  
7 BY MR. MONAGHAN:

8 Q. Good morning. My name is Patrick  
9 Monaghan. I'm with Monaghan, Monaghan, Lamb &  
10 Marchisio. We are attorneys for Anne Bryant in  
11 this case. I'm going to be asking you some  
12 questions about matters pertaining to her  
13 lawsuit against Sunbow Productions, Jules "Joe"  
14 Bacal, originally against BMI. And if you  
15 don't understand my question, please let me  
16 know, I'll try and clarify it.

17 If you answer one of my questions,  
18 we're going to assume you understood the  
19 question, is that fair?

20 A. Yes.

21 Q. I see you nodding and that's  
22 another instruction we give, that the court  
23 reporter is not allowed to interpret a nod or a  
24 gesture, so you have to give your answers  
25 verbally.

Page 8

1 A. Sunbow.

2 Q. And what was your last job held at  
3 Sunbow?

4 A. The job? I was senior  
5 vice-president of production.

6 Q. And is that the Sunbow company  
7 that's involved in this lawsuit?

8 A. Yes, it was bought by Sony, but  
9 it's the same Sunbow.

10 Q. And how is it that you're here  
11 today, do you know?

12 A. Well, I know there was a lawsuit  
13 that was brought, something to do with music.

14 Q. Are you being represented by  
15 Ms. Kitson?

16 A. Yes.

17 Q. And what do you know about the  
18 lawsuit?

19 A. Not much at all.

20 Q. Have you seen any court papers?

21 A. I've just seen some cue sheet.

22 Q. Do you have them here with you  
23 today?

24 A. No.

25 Q. And what are cue sheets?

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1 A. Okay.

2 Q. What will happen is the reporter  
3 will make a transcript up, which is a written  
4 booklet with the questions and the answers, and  
5 that testimony that you're giving, which is  
6 under oath, may be utilized in a court  
7 proceeding in accordance with the rules.

8 Have you ever been deposed before?

9 A. No.

10 Q. Are you currently employed?

11 A. Yes.

12 Q. By whom or what?

13 A. Four Kids Productions.

14 Q. Four Kids Productions?

15 A. Yes, the number four.

16 Q. It sounds like a family company to  
17 me. Would that be your company?

18 A. No, it's a public corporation.

19 Q. What do you do for that company?

20 A. I supervise an animated series,  
21 Teenage Mutant Ninja Turtles.

22 Q. How long have you been employed by  
23 Four Kids Productions?

24 A. A year.

25 Q. And before that?

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1 A. It's a record of the music that's  
2 contained in the series.

3 Q. All right, we'll come back to  
4 this. How long were you at Sunbow?

5 A. About 21 years.

6 Q. When was it sold to Sony, do you  
7 know?

8 A. No.

9 Q. What type of company was Sunbow,  
10 what did they do?

11 A. TV production.

12 Q. And who owned the company?

13 A. Tom Griffin, Joe Bacal.

14 Q. For how long a period do you know  
15 they owned it?

16 A. Ever since I started.

17 Q. Is that 21 years ago?

18 A. Yes.

19 Q. And where was Sunbow located?

20 A. When I started, it was at  
21 Lexington and 42nd Street.

22 Q. And when you left?

23 A. We were at 100 Fifth Avenue.

24 Q. Who did you report to when you  
25 left?

Carole Weitzman

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1 A. I'm sorry?  
 2 Q. Who was your boss when you left,  
 3 who did you report to?  
 4 A. There was really no boss. It was  
 5 George Becker, because the company was sold.  
 6 Q. You were there after Sony  
 7 purchased the company?  
 8 A. Oh, sure.  
 9 Q. What was Mr. Becker's title?  
 10 A. I don't know.  
 11 Q. How did you know you were to  
 12 report to him?  
 13 A. To George? Because the company  
 14 was sold to Loonland and there was no one left  
 15 from Sony.  
 16 Q. What was Becker to Loonland?  
 17 A. Nothing. I guess he made the  
 18 deal. I don't know what his job was. I know I  
 19 was finishing the production of the series.  
 20 Q. What series is that?  
 21 A. Cramp Twins.  
 22 Q. Cramp, C-R-A-M-P?  
 23 A. Yes.  
 24 Q. Since I have twins, I would like  
 25 to know what that's all about.

Page 11

1 A. It's fun, it's on on Saturday  
 2 morning.  
 3 Q. Now, going back to the early  
 4 1990s, can you give me the hierarchy in terms of  
 5 management at Sunbow? Let's say from 1990 on.  
 6 A. 1990? Well, Tom Griffin, Joe  
 7 Bacal.  
 8 Q. What were their titles with  
 9 Sunbow?  
 10 A. I'm really not quite sure. I'm  
 11 not a hundred percent sure.  
 12 Q. You just knew they owned the  
 13 company?  
 14 A. Yes.  
 15 Q. And you reported to them?  
 16 A. Yeah, and C.J. Kettler.  
 17 Q. What was his title?  
 18 A. It's a woman. She became  
 19 president.  
 20 Q. And you were there, and what was  
 21 your job at that point in time?  
 22 A. Same thing, always supervising the  
 23 productions.  
 24 Q. What does that entail?  
 25 A. Oh, it's just watching over the

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1 shows, doing the budgets, managing the staff,  
 2 timetables, delivery schedules. It's the  
 3 management of it.  
 4 Q. Are you familiar with BMI and  
 5 ASCAP?  
 6 A. Yeah.  
 7 Q. What are they?  
 8 A. They are music associations.  
 9 Q. Performing rights associations?  
 10 A. I guess, yes.  
 11 Q. Did you have any involvements with  
 12 those associations?  
 13 A. Other than sending them cue  
 14 sheets, no.  
 15 Q. What is a cue sheet?  
 16 A. It's the record of -- it's, the  
 17 animation is done and then there is a library of  
 18 music that's composed of music cues. The cues  
 19 are strung together from beginning to end of the  
 20 show, and each cue has a name and a duration and  
 21 that's put on a cue sheet.  
 22 Q. And under what circumstances are  
 23 cue sheets used?  
 24 A. When a show is completed, the cue  
 25 sheets are done and then they are submitted to

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1 either ASCAP, BMI or both, and somehow money  
 2 comes out of it, which I'm not quite sure, to  
 3 publishers and composers and lyricists.  
 4 Q. And did you take part in  
 5 submitting them to BMI and ASCAP?  
 6 A. Well, I was always -- we didn't  
 7 have a lot of staff people at Sunbow, so I was  
 8 always the central person for copyright forms,  
 9 cue sheet, anything like that. Because when  
 10 people left after production, I was on staff.  
 11 So anything that kept coming in would come to my  
 12 attention. So I submitted them and got them  
 13 back and filed them.  
 14 Q. Do you know what clearance sheets  
 15 are or clearance forms?  
 16 A. No.  
 17 Q. Did you ever use a cue sheet to  
 18 accomplish a change in the percentages or the  
 19 ownership or attribution, I should say, of a  
 20 writer's participation?  
 21 A. No, never.  
 22 Q. Where would you get the  
 23 information which would eventually be in your  
 24 cue sheets that you would submit?  
 25 A. Well, typically in post

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1 production, which is when the picture and the  
2 sound are put together, there is a sound  
3 editor, the music editor, and the music editor  
4 lists the cues because they know the library, I  
5 guess.

6 Q. So the music editor would make the  
7 decision as to the information that would  
8 eventually --

9 A. The cues.

10 Q. To the cues?

11 A. Yes.

12 Q. Who would have information as to  
13 the composers, the authors of the music?

14 A. I didn't have anything to do with  
15 that. I mean I don't know -- I guess there were  
16 contracts or whatever it was that existed --

17 Q. Right.

18 A. -- that did that. I don't know  
19 what they were, though.

20 Q. What information was contained in  
21 the cue sheets?

22 A. Besides the cues? Who the  
23 composers were.

24 Q. Okay. Well, that's what I'm  
25 trying to find out.

Page 15

1 A. Oh, yeah, who the composers were  
2 and who --

3 Q. Who put the information in as to  
4 the composers?

5 A. I'm telling you, I didn't put that  
6 information in there.

7 Q. Somebody gave you that  
8 information?

9 A. I don't think they gave me that  
10 information. It was on the cue sheet when I got  
11 it. And we had a music administrator who filed  
12 the cue sheet.

13 Q. Who was the music administrator?

14 A. Bill Dobishinski.

15 Q. Well, in its earliest iteration,  
16 who prepared the cue sheet?

17 A. The post production facility.

18 Q. So that was at your end, at  
19 Sunbow's end?

20 A. Usually in LA.

21 Q. Okay. And then it went -- and who  
22 did that, who was the person who did that?

23 A. I have no idea. It was at Marvel  
24 Productions. We hired Marvel to do the series.

25 Q. Well, which cue sheets are you

Page 16

1 talking about here, when you say Marvel?

2 A. Under Marvel? It was probably My  
3 Little Pony, G.I. Joe, Transformers, Jem, Big  
4 Foot, Robotix. I'm trying to think of the  
5 others. Those were the earlier --

6 Q. Real American Hero sound familiar?

7 A. G.I. Joe is G.I. Joe Real American  
8 Hero.

9 Q. Same thing. What documents have  
10 you read in connection with this lawsuit?

11 A. Nothing, just the cue sheets.

12 Q. Have you ever seen any testimony  
13 by Mr. Bacal?

14 A. No.

15 Q. Have you talked to Mr. Bacal about  
16 the case?

17 A. No.

18 Q. Aside from Ms. Kitson, have you  
19 had any discussions with anyone else about the  
20 case?

21 A. No.

22 Q. Do you know Alison Smith?

23 A. No.

24 Q. Who do you know at BMI, if anyone?

25 A. Nobody.

Page 17

1 Q. Do you know Anne Bryant?

2 A. Sure.

3 Q. For how long have you known her?

4 A. She used to visit the office, so I  
5 met her, God knows, in the '80s, I guess. Yeah,  
6 when we did Jem.

7 Q. How would you characterize your  
8 relationship with Anne Bryant?

9 A. My relationship? I was the  
10 production assistant, so when she delivered  
11 music and whatever -- I mean she's very friendly  
12 and nice and she would give us music to go on  
13 the show and that would be it.

14 Q. I mean, did you get along, is what  
15 I'm saying?

16 A. Oh, sure, she was nice.

17 Q. Now, how did Sunbow know whether  
18 it could or could not use music employed in one  
19 of its productions, whether it was permitted by  
20 the composer?

21 A. I have no idea.

22 Q. Well, the cue sheets that you  
23 submitted were submitted over your signature,  
24 weren't they?

25 A. I don't think I ever signed a cue

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1 sheet. I'm sure my name was on it because it  
 2 was on every copyright form, it was on  
 3 everything.  
 4 Q. In what areas was Sunbow involved  
 5 in production; TV, movies as well?  
 6 A. There were two movies, the My  
 7 Little Pony movie and the Transformer movie.  
 8 Q. What about CDs?  
 9 A. CDs?  
 10 Q. Yes.  
 11 A. I didn't do any CDs.  
 12 Q. You didn't do any CDs?  
 13 A. (Witness nodding.)  
 14 Q. Sunbow didn't?  
 15 A. Not that I know of, no.  
 16 Q. What about videos?  
 17 A. Video distribution?  
 18 Q. Yes.  
 19 A. There was -- that was all done  
 20 through international sales, home video and  
 21 series distribution. I wasn't involved in that.  
 22 Q. Give me the chain of command at  
 23 Sunbow in, let's take it, right from 1990. You  
 24 said Tom Griffin and Joe Bacal.  
 25 A. Right.

Page 19

1 Q. Were you second in command?  
 2 A. No, C.J. Kettler was the  
 3 president.  
 4 Q. Were there any other  
 5 vice-presidents?  
 6 A. Yes, there was a development  
 7 vice-president and I was production  
 8 vice-president.  
 9 Q. You were production  
 10 vice-president?  
 11 A. Right. And then there is a sales  
 12 vice-president. So it was like a team under  
 13 her.  
 14 Q. Could you give me the names of the  
 15 other people?  
 16 A. I'm trying to think, in '90 there  
 17 were a lot of people coming and going. I think  
 18 Janet Scardino was there.  
 19 Q. In what capacity?  
 20 A. Sales.  
 21 Q. Sales vice-president?  
 22 A. Yeah, I think that was --  
 23 Q. Do you know where she is now?  
 24 A. No. Development was Nina Hahn.  
 25 Q. Nina?

Page 20

1 A. Nina.  
 2 Q. H-A --  
 3 A. H-N.  
 4 Q. Do you know where she is now?  
 5 A. No.  
 6 Q. And is this --  
 7 A. I'm production. I'm just trying  
 8 to think. Finance -- I don't remember.  
 9 Q. And was this through the '90s?  
 10 A. No, it changed. I mean all these  
 11 people were there in the early '90s, then some  
 12 sales people came, they left.  
 13 Q. Okay. Give me the names of anyone  
 14 else that you can remember?  
 15 A. Ken O'Shanski.  
 16 Q. What was his job?  
 17 A. Development. Andrew Carpon,  
 18 finances. Sales -- I don't remember.  
 19 Q. Anyone else?  
 20 A. I'm trying to give you the people  
 21 on my equivalent. No, because Ken took over,  
 22 Andrew was there, and then Janet and then -- no.  
 23 Q. Do you know where Mr. O'Shanski --  
 24 A. He's at Scholastic Productions.  
 25 Q. And how about -- is it Carpon?

Page 21

1 A. Yeah, I don't know where he is.  
 2 Q. Where are the sales records of  
 3 Sunbow, if you know?  
 4 A. The shows, how they sold? The  
 5 distribution part is at Loonland in New York,  
 6 you know, where the materials go.  
 7 Q. Okay, let me back up. We're  
 8 trying to locate sales records with respect to  
 9 Sunbow Productions from the early '90s to date.  
 10 What can you tell me about where that  
 11 information might be at this time?  
 12 A. Well, there were sales that took  
 13 place out of New York and the sales team was in  
 14 New York. When Loonland bought the company, the  
 15 sales team was their company elsewhere.  
 16 Q. Okay, let's stop right there.  
 17 When Loonland bought -- when was that, 19 --  
 18 A. It was right before I left. So I  
 19 guess it was -- I think 2001, maybe 2000,  
 20 something like that.  
 21 Q. So the records of sales of videos  
 22 or sales of the two movies --  
 23 A. I'm just saying the sales team was  
 24 in New York. Where they kept their records, I  
 25 really don't know. I know that they were there.

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1 Q. Well, where else could they have  
2 been, the records?  
3 A. Oh, I don't know. I'm sure they  
4 were there, but you're asking me that I know  
5 that they were there, no, I don't know if they  
6 were there.  
7 Q. You're sure they were there, but  
8 you don't know if they were there?  
9 A. The people were there.  
10 Q. The people were there, you're  
11 assuming they were there?  
12 A. Yes.  
13 Q. Okay. Do you have anything to  
14 base that assumption upon? Did you have an  
15 occasion to ask a question in that regard of  
16 any of the people on the sales team?  
17 A. Not regarding the sales. Once I  
18 delivered the shows, I delivered the shows.  
19 Q. Who had custody of the sales  
20 records, if you know?  
21 A. I don't know. There was a sales  
22 team. My presumption is they had their own  
23 records.  
24 Q. Do you know how the records were  
25 maintained? Were they on computer, were they

Page 23

1 on --  
2 A. No.  
3 Q. Who would know that?  
4 A. Who would know that?  
5 Q. Right, who would know that, you  
6 were vice-president of the company.  
7 A. I was the vice-president of the  
8 production part of the company, not the sales  
9 part of the company.  
10 Q. Did you have meetings from time to  
11 time?  
12 A. Sure.  
13 Q. Did you have sales meetings from  
14 time to time?  
15 A. I attended them sometimes. So  
16 there were people, were pads and pens, and files  
17 and computers. I'm not being arbitrary, I'm  
18 just saying to you I don't know where their  
19 files were, nor would they know where mine were.  
20 There were file cabinets all over the office, so  
21 my presumption is they had files.  
22 Q. What did you do with your records  
23 when the company was sold to Loonland?  
24 A. I left them.  
25 Q. In whose possessions?

Page 24

1 A. At the office at 100 Fifth Avenue.  
2 Q. You walked out the door, locked  
3 the door and left or did you leave them in  
4 somebody's custody?  
5 A. I left them in the office because  
6 there were still people at Loonland that were  
7 there.  
8 Q. Who succeeded to your position, if  
9 you know?  
10 A. They don't have production at  
11 Loonland. They don't have domestic production.  
12 I never worked for Loonland.  
13 Q. Who was there in the Sales  
14 Department when the company was sold to  
15 Loonland?  
16 A. There was a woman, Sandrine  
17 Pechels.  
18 Q. How do you spell Sandrine?  
19 A. S-A-N-D-R-I-N-E P-E-C-H-E-L-S,  
20 it keeps going, De, D-E, Saint, S-A-I-N-T,  
21 Sardos, S-A-R-D-O-S. She was the remaining  
22 salesperson. I believe the rest of the  
23 salespeople for Loonland were either in France,  
24 England or Florida.  
25 Q. She was a Loonland person?

Page 25

1 A. She got hired, yes.  
2 Q. In New York?  
3 A. Yes.  
4 Q. Do you know where she is now?  
5 A. She's not there any more, they let  
6 her go.  
7 Q. How did you find that out?  
8 A. She's a friend of mine.  
9 Q. Where does she live?  
10 A. In New York.  
11 Q. Where in New York?  
12 A. In the 90s. I don't have her  
13 information here, but she lives in the city.  
14 Q. If I leave a space in the record,  
15 when you get a copy of the transcript can you  
16 fill in her address for us?  
17 A. Sure.  
18 REQUEST: \_\_\_\_\_  
19 Q. What was her job?  
20 A. She sold the shows, originally in  
21 France, the French territories, but then she  
22 ended up doing more domestic, trying to sell the  
23 international shows to the networks here.  
24 MR. MONAGHAN: Roseann, have you  
25 been able to find out any information about

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1 the sales records?  
 2 MS. KITSON: No.  
 3 Q. Is there anyone else who might  
 4 have information about the sales records  
 5 besides -- can I call her Sandrine?  
 6 A. Oh, yea. No, I mean she would  
 7 have what's in her head, I'm sure, just from  
 8 her latest sales, but -- I mean over the years  
 9 they cut staff, cut staff, so people just left  
 10 and went elsewhere.  
 11 Q. Who is Jay Bacal, J-A-Y Bacal?  
 12 A. Joseph.  
 13 Q. What was he to Sunbow?  
 14 A. He was like very heavily creative  
 15 in the series.  
 16 Q. What series?  
 17 A. Oh, God, all of them. From when I  
 18 started, he was in college, but he used to work  
 19 on the Great Space Coaster, G.I. Joe,  
 20 Transformers. He was the equivalent in  
 21 production, you know, in the creative  
 22 production, as I was in production management.  
 23 He watched over all of the shows.  
 24 Q. He was a producer?  
 25 A. Yes, like a supervising or

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1 executive producer.  
 2 Q. What is Kid Rhino?  
 3 A. I don't know.  
 4 Q. You never heard of that company?  
 5 A. (Witness nodding.)  
 6 Q. You never heard of that company in  
 7 connection with any arrangements with Sunbow  
 8 Productions?  
 9 A. No.  
 10 Q. Were you involved in any licensing  
 11 deals while you were at Sunbow?  
 12 A. No, only as far as, you know, if  
 13 we licensed the properties.  
 14 Q. Well, that's what I'm talking  
 15 about.  
 16 A. For sales. I mean not licensing  
 17 like where I work now, there is toys, there is  
 18 other ancillary rights. When I delivered the  
 19 shows, I know they were licensed for  
 20 distribution, that's the only license.  
 21 Q. Okay. So you were not involved in  
 22 any transactions where Sunbow licensed rights to  
 23 any of these properties to third parties, is  
 24 that what you're saying?  
 25 A. No, right.

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1 Q. Who had responsibility for that?  
 2 A. I would imagine C.J. or Tom or  
 3 Joe.  
 4 Q. Did you ever serve as the producer  
 5 of any of the TV shows?  
 6 A. I was never -- I was usually exec  
 7 in charge of production, not producer.  
 8 Q. Are you familiar with the concept  
 9 of performance royalties?  
 10 A. Um-hum.  
 11 Q. What does that mean to you?  
 12 A. I know that the publishing  
 13 companies get a hundred percent of the share of  
 14 their publishing rights and that the composers  
 15 and lyricists, whoever, get a hundred percent  
 16 of that through ASCAP, BMI or any international  
 17 society.  
 18 Q. And your testimony is that other  
 19 than cue sheets, you're not familiar with any of  
 20 the other forms that are used with respect to  
 21 registering compositions with BMI or ASCAP?  
 22 A. Right.  
 23 Q. And who pays the royalties, those  
 24 performance royalties, that hundred percent to  
 25 the publisher and that hundred percent to the

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1 writer?  
 2 A. I honestly don't know. I know you  
 3 get paid by ASCAP or BMI, but I don't know how  
 4 that revenue is generated.  
 5 Q. You don't know how that revenue is  
 6 generated?  
 7 A. No.  
 8 Q. Do you know what mechanical  
 9 royalties are?  
 10 A. I've heard of it, but I don't  
 11 know.  
 12 Q. Do you know the name Starwild?  
 13 A. Yes.  
 14 Q. What is Starwild?  
 15 A. It's one of Sunbow's publishing  
 16 companies.  
 17 Q. What were the names of some  
 18 others?  
 19 A. Wildstar.  
 20 Q. Was one a BMI company and one an  
 21 ASCAP company?  
 22 A. I was just going to say I don't  
 23 remember which one was which. I think Wildstar  
 24 was BMI. And then there was Banana Alert and  
 25 Apollo's Chariot, I think. Banana Alert was

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1 BMI.  
 2 Q. Under what circumstances would  
 3 Sunbow use one or the other of those two  
 4 companies?  
 5 A. In the '90s we started using the  
 6 Apollo's Chariot and the Banana Alert. I have  
 7 no idea why.  
 8 Q. Who made that decision?  
 9 A. I don't really know. That's just  
 10 what became our companies.  
 11 Q. What did you have to do with  
 12 Wildstar or Starwild?  
 13 A. Nothing.  
 14 Q. Who at Sunbow had involvement in  
 15 anything to do with Starwild or Wildstar?  
 16 A. I'm not sure -- I don't know what  
 17 you mean.  
 18 Q. Weren't they Sunbow's --  
 19 A. It was on a cue sheet, that's all  
 20 I ever saw was of Starwild and Wildstar.  
 21 Q. Well, weren't they companies,  
 22 Starwild and Wildstar?  
 23 A. I would imagine they were.  
 24 Q. And didn't monies come in from  
 25 time to time payable to Starwild or Wildstar?

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1 A. If monies came in, they went to  
 2 the Finance Department, they wouldn't have come  
 3 to me.  
 4 Q. Okay, but maybe you could answer  
 5 my question anyway.  
 6 A. Okay.  
 7 Q. Didn't monies come in from time to  
 8 time payable to Wildstar or Starwild as the  
 9 publisher of certain compositions?  
 10 A. Yes.  
 11 Q. How do you know that?  
 12 A. There would be checks that would  
 13 come in.  
 14 Q. You would see the checks?  
 15 A. Yes.  
 16 Q. And what happened to the checks?  
 17 A. They went to the Finance  
 18 Department.  
 19 Q. And who had charge of that?  
 20 A. Well, over the years it changed.  
 21 Q. Give me some names.  
 22 A. Years ago it was Bob Darcy, Bill  
 23 Biehl.  
 24 Q. How do you spell Bill Biehl's  
 25 name?

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1 A. Bill B-I-E-H-L, I think.  
 2 Q. What were their titles?  
 3 A. They were like chief financial  
 4 officers, I think.  
 5 Q. Do you know where they are now?  
 6 A. No. Then Raul Soto, he was a  
 7 controller at the time.  
 8 Q. And when would either company have  
 9 received monies, under what circumstances?  
 10 A. We also had that music  
 11 administrator, so he knew about all this too.  
 12 Q. Bill Dobishinski?  
 13 A. Yes.  
 14 Q. Do you know where he is?  
 15 A. He kind of disappeared off the  
 16 face of the earth. I don't know what happened  
 17 to him.  
 18 Q. Well, have you heard of a company  
 19 called TAMAD?  
 20 A. Oh, yeah.  
 21 Q. Do you know what that stands for?  
 22 A. No.  
 23 Q. And he was an administrator of the  
 24 publishing for Starwild and Wildstar?  
 25 A. He would track the monies and

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1 hound people to get the monies in, and then he  
 2 would get a fee.  
 3 Q. He took a fee from the monies he  
 4 tracked?  
 5 A. Yes.  
 6 Q. And who hired him?  
 7 A. Sunbow hired him.  
 8 Q. To administer Sunbow's publishing  
 9 rights?  
 10 A. Yes.  
 11 Q. And who provided the information  
 12 to Dobishinski as to what compositions he was  
 13 to administer?  
 14 A. He got copies of the cue sheets.  
 15 Q. So this was done through the cue  
 16 sheets, that was the source of Dobishinski's  
 17 information?  
 18 A. Well, I don't know how he tracked  
 19 it through ASCAP and BMI. I know he did have  
 20 relationships with ASCAP and BMI.  
 21 Q. But from Wildstar --  
 22 A. From our side?  
 23 Q. Yes, from your side.  
 24 A. Yeah, through the cue sheets.  
 25 Q. Any other sorts of information

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1 given to him?

2 A. No. I mean if he asked for a copy

3 of the show, we would give him a copy of the

4 show, but, you know, we had hundreds of half

5 hours of shows, so...

6 Q. Now, if a cue sheet reflected that

7 Anne Bryant was the composer of music, where

8 would that information have come from?

9 A. I guess Tom or Joe. Somebody

10 would have had to tell me.

11 Q. Did Sunbow retain copies of the

12 cue sheets that were submitted to ASCAP or BMI?

13 A. Yes.

14 Q. And who had custody of those?

15 A. They are at the office because

16 they are needed for international distribution,

17 they are used by a lot of different people.

18 Q. Where are they now?

19 A. I'm surely at Loonland's office.

20 Q. In New York?

21 A. Yes.

22 Q. I know you left, but do you know

23 who would have them?

24 A. It would be Rebecca Gallivan,

25 G-A-L-L-I-V-A-N.

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1 Q. As far as you know, she's still

2 there?

3 A. Yeah, she's there. I mean they

4 may be on disks now. I don't know how they have

5 them, but they have them.

6 Q. Now, you indicated you're not

7 familiar with Alison Smith; is that correct?

8 A. No.

9 Q. Ms. Smith has put in an affidavit

10 in this case indicating that cue sheets are

11 used when music is prepared originally for the

12 TV production. Do you know anything about that

13 concept?

14 A. I think what you're saying is what

15 I said at the beginning, when we prepare the

16 show, like the cues are listed.

17 Q. Now, did you prepare cue sheets,

18 any cue sheets, when I say "you," Sunbow, any

19 cue sheets with respect to any of the music

20 composed by Anne Bryant for any of those

21 compositions or those properties that we talked

22 about earlier?

23 A. Well, I mean I know Anne worked on

24 the early series, especially Jem, is the one I

25 really remember her working on. So I'm sure she

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1 would be on the cue sheets.

2 Q. But the music that was composed by

3 Anne was not composed for any TV production or

4 any other iteration, they were composed as

5 jingles; isn't that right?

6 A. No, the songs that she did for Jem

7 were composed for the series. She may have done

8 for commercials, which are called jingles, but

9 she didn't do jingles for the series.

10 Q. For the Jem series?

11 A. (Witness nodding.)

12 Q. What about Transformers?

13 A. I don't remember working with her

14 on those series.

15 Q. You know she composed the music

16 though; isn't that right?

17 A. I don't know that.

18 Q. Do you know whether Anne had any

19 rights at all with respect to G.I. Joe?

20 A. No.

21 Q. You don't know?

22 A. No.

23 Q. Do you know Ford Kinder?

24 A. They were partners, I believe, at

25 the time when I worked with them.

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1 Q. Have you had any dealings with

2 Ford Kinder?

3 A. No, not for years.

4 Q. I'm going to show you now a

5 clearance form, which I'm going to ask the

6 reporter to mark as Weitzman Exhibit A.

7

8 (Weitzman Exhibit A, Clearance

9 Form, marked for identification.)

10

11 Q. Have you ever seen that type of

12 document before?

13 A. No.

14 MR. MONAGHAN: I'm going to show

15 you, I'm going to have them marked

16 collectively, the top document is a letter

17 from your attorney, Ms. Kitson, enclosing

18 documents, and there is also your list,

19 Roseann, and a number of license

20 agreements.

21 Since you may or may not know

22 anything about this, I would like to mark

23 them collectively as Weitzman Exhibit B,

24 with the caveat that it doesn't include the

25 videotapes, which I've mentioned

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1 in the letter.

2  
3 (Weitzman Exhibit B, Group of  
4 documents, marked for identification.)

5  
6 Q. I'm going to ask you to take a few  
7 minutes, please, look through those documents,  
8 and then I'll ask you a question or two about  
9 them.

10 A. No, I haven't seen these.

11 Q. You've never seen any of these  
12 before?

13 A. No.

14 MR. MONAGHAN: Roseann, just a  
15 question on the record, are you  
16 representing Loonland?

17 MS. KITSON: No, we represent  
18 Sunbow Productions.

19 MR. MONAGHAN: I guess we're going  
20 to have to mark this batch as Exhibit C.  
21 The top page is Bates stamped 2398 and the  
22 bottom page is marked 2606.

23  
24 (Weitzman Exhibit C, Document  
25 bearing production number 2398 on the top

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1 A. Yeah, he had us reformat these cue  
2 sheets because apparently the way we did them  
3 wasn't very clear.

4 Q. Are these pre-reformatting?

5 A. These are the ones that I  
6 remember.

7 Q. So was that before or after  
8 Dobishinski said to reformat them?

9 A. I think this is during  
10 Dobishinski. Yeah, because this is '86.

11 Q. Who was the music editor?

12 A. I don't know, somebody that worked  
13 at Marvel during the post-production.

14 Q. Okay, I'm a little unclear now.

15 A. Okay.

16 Q. Let's take these compositions that  
17 are in these cue sheets, could you  
18 illustratively give me a few examples of some of  
19 the Anne Bryant compositions?

20 A. Okay, My Little Pony and Friends  
21 theme.

22 Q. You're looking at the first page?

23 A. Yes.

24 Q. Okay, My Little Pony and Friends  
25 theme.

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1 page and production number 2606 on the last  
2 page, marked for identification.)

3  
4 Q. I show you now, Ms. Weitzman,  
5 Weitzman C for identification and ask you if you  
6 could identify these documents?

7 A. Yeah, these are cue sheets.

8 Q. Does each of these bear your name?

9 A. Yes. Well, I mean -- yes.

10 Q. And what does that signify, that  
11 your name is on there?

12 A. That anything that came in the  
13 office regarding this, you know, questions or  
14 whatever, would just come to my attention.  
15 Basically we just filed these and I didn't  
16 really hear anything about it afterwards.

17 Q. So the information that's in those  
18 cue sheets was prepared by Sunbow?

19 A. No, I think initially the  
20 information about the cues came from, as I said,  
21 the music editor. Then it probably got  
22 compiled either -- I don't remember if it was  
23 through me or Bill, because once Bill came on  
24 board --

25 Q. Bill Dobishinski?

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1 A. Right.

2 Q. What does it indicate next to  
3 Ms. Bryant's name?

4 A. That she gets 25 percent -- where  
5 are the publishing companies? Oh, this is just  
6 the composer's share? Yeah. Oh, here is the  
7 publisher. Okay, that Anne gets 25 percent of  
8 the composer share.

9 Q. Let's stop right there. Who was  
10 the source of that information?

11 A. That's what I'm saying, I don't  
12 know who was the source of it.

13 Q. That would not be something the  
14 music editor --

15 A. No, no, the music editor would  
16 list the themes, and then there would be  
17 whatever deals were worked out with Tommy  
18 Goodman and Barry Harmon and anything else.

19 Q. Who is Barry Harmon?

20 A. He was a lyricist.

21 Q. And who would work these deals  
22 out?

23 A. They would be worked out with Tom  
24 and Joe.

25 Q. With Tom and Joe?

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1 A. Um-hum.  
 2 Q. Tom Griffin and Joe Bacal?  
 3 A. Yes.  
 4 Q. So ultimately Tom Griffin and Joe  
 5 Bacal were responsible for the percentage  
 6 allocations?  
 7 A. (Witness nodding.)  
 8 Q. Is that a yes?  
 9 A. I don't know that it is, but I  
 10 know I didn't give the information, and I don't  
 11 know anybody else that would, except them.  
 12 Q. You don't know anyone else that  
 13 would, except them?  
 14 A. Right.  
 15 Q. I mean, they would have nay or yea  
 16 say on that ultimately anyway, wouldn't they?  
 17 A. Yes.  
 18 Q. So let's take that My Little Pony,  
 19 25 percent, you assume that that was the  
 20 percentage that was assigned by Mr. Bacal or  
 21 Mr. Griffin?  
 22 A. Yes.  
 23 Q. Okay. And then any deals on  
 24 percentages shown on Ms. Bryant's compositions  
 25 reflected in these cue sheets, your

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1 production?  
 2 A. Well, I could tell you what I  
 3 presume, but --  
 4 Q. Well, I mean if it's an informed  
 5 understanding, then fine. If it's just a sheer  
 6 guess, then don't guess.  
 7 A. It's my presumption that Sunbow  
 8 owned that music.  
 9 Q. Okay. And what's the presumption  
 10 or assumption based upon?  
 11 A. Generally, we had contracts with  
 12 composers. Later on I did those contracts that  
 13 were simple buyout agreements with composers.  
 14 Q. You were actually responsible for  
 15 those contracts?  
 16 A. Not the early years, because I was  
 17 just a PA on the early shows.  
 18 Q. Are you familiar with the concept  
 19 of work for hire?  
 20 A. Yes, that's what we had.  
 21 Q. Is that what you're talking about?  
 22 A. Yes, that is what we called  
 23 buyout.  
 24 Q. And so if a composer composed  
 25 music for one of your productions on a work for

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1 understanding would be the same as to the  
 2 others?  
 3 MS. KITSON: Objection as to the  
 4 others.  
 5 Q. As to the other cue sheets, your  
 6 answer would be the same?  
 7 A. Yes.  
 8 Q. Okay. What is the Mary Williams  
 9 Music Clearance Corporation, if you know?  
 10 A. It was a company that we cleared  
 11 rights for music that we didn't own, if we  
 12 wanted to license music, like on The Great Space  
 13 Coaster, primarily.  
 14 Q. Okay. Well, what music did you  
 15 own?  
 16 A. On The Great Space Coaster, there  
 17 was music that we owned, but then there was  
 18 music in the public that we wanted to license  
 19 and re-record, that's when we did it. Anything  
 20 else, I believe, was composed for the shows by  
 21 us.  
 22 Q. Okay, take me through this,  
 23 please, and take the record through it, so that  
 24 anyone reading this can understand. Who owned  
 25 the music that was prepared for a Sunbow TV

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1 hire basis, Sunbow owned that music?  
 2 A. Yes.  
 3 Q. Okay. Now, what did that have to  
 4 do with performance royalties, if anything?  
 5 A. I don't actually know.  
 6 Q. Do you know of situations where,  
 7 notwithstanding the fact that it was a work for  
 8 hire, the composer continued to receive their  
 9 performance royalties?  
 10 A. On the contracts that I did for  
 11 Sunbow, the publishing went a hundred percent to  
 12 Sunbow. The composer, lyricist, whatever, they  
 13 received a hundred percent of that side of  
 14 either ASCAP or BMI. That's the way the deals  
 15 were that I've done.  
 16 Q. So they continued to receive the  
 17 royalties?  
 18 A. Yes. Yes.  
 19 Q. So that's even in the case where  
 20 it's a work for hire?  
 21 A. In the deals that I did, yes.  
 22 Q. Well, were you the person involved  
 23 with the deals that you did with respect to Anne  
 24 Bryant's compositions?  
 25 A. No.

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1 Q. Who was responsible for those?

2 A. I believe Tom and Joe were the  
3 people involved with the deals.

4 Q. How was it determined that you  
5 would be involved with a deal or Tom and Joe  
6 would be involved with a deal?

7 A. As I grew -- I didn't just  
8 unilaterally make decisions, but as I grew with  
9 the company and became more senior and  
10 supervised productions and co-productions, I  
11 knew the template for what the deal was in the  
12 co-production scenario, you know, the '90s, I  
13 guess it is. In the earlier years, I was just  
14 watching over things, but not the business end  
15 of it.

16 Q. Are you aware of any circumstance,  
17 and this isn't general, this is specific to Anne  
18 Bryant or Ford Kinder, where Joe Bacal received  
19 credit for -- in terms of BMI, writer credits to  
20 which he was not entitled?

21 A. No.

22 Q. And when I say not entitled, where  
23 he actually didn't write the music?

24 A. Right. No, I know what you mean.

25 Q. Are you familiar with The

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1 something else was done with that commercial  
2 music in terms of these cue sheets?

3 MS. KITSON: Objection, vague.

4 MR. MONAGHAN: I'll rephrase it.

5 Q. You say it was handed over to you,  
6 that was the phrase you used, what did you mean?

7 A. The theme that was used in a  
8 commercial was frequently used in an extended  
9 version for the TV show.

10 Q. Okay. And how did you handle  
11 registration with BMI or ASCAP in those cases?

12 A. It then became part of the cue  
13 sheet for the show. I had nothing to do with  
14 the cue sheets for the commercials, that's a  
15 separate area.

16 Q. Right. And who told you that you  
17 could use cue sheets in those circumstances?

18 A. Cue sheets?

19 Q. Right. Who told you that a cue  
20 sheet was the appropriate form?

21 A. I didn't say it was -- I'm sorry,  
22 not the cue sheet was handed over to me. If  
23 there was a theme that was used, and frequently  
24 that theme was rolled over into being used in a  
25 show, but expanded generally by the composer.

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1 Transformers themes?

2 A. Um-hum.

3 Q. That's a yes?

4 A. Yes.

5 Q. Do you know what Joe Bacal had to  
6 do with composing any of the music to that?

7 A. No.

8 Q. Do you know that he's shown as a  
9 24.9 percent participant in the writer's share?

10 A. No. I mean, if it's on a cue  
11 sheet and you show it to me, I might -- you  
12 know, I know a lot of the themes for the show  
13 were in commercials first, so they were handed  
14 over to me as a theme. Do you know what I mean?

15 Q. Okay, let's explore that a little  
16 bit. A lot of the music you say was done as  
17 commercials first?

18 A. Yes.

19 Q. Are we talking about the Anne  
20 Bryant music?

21 A. I don't know if it was Anne's  
22 music. I know a lot of the series themes were  
23 toy properties and they were commercial themes  
24 first.

25 Q. And how were they treated when

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1 Q. Right. Okay. How did Sunbow  
2 assure itself that the composer's interest was  
3 being accurately reflected in the cue sheets?

4 A. I have no idea.

5 Q. Well, wasn't that your job?

6 A. I had nothing to do with the  
7 accuracy of these cue sheets. The accuracy in  
8 later years had to do with me. I was the person  
9 that these cue sheets went to and filed them  
10 and worked with Bill Dobishinski to look after  
11 the money. This division had nothing to do  
12 with me. It may have had to be based on  
13 contracts that existed, but I wasn't the person  
14 that said give yada yada this percentage or  
15 whoever.

16 Q. Who did?

17 A. Tom or Joe. Whoever did the  
18 contract, which generally was Tom or Joe.

19 MR. MONAGHAN: Do you want to take  
20 a two-minute break?

21 MS. KITSON: Sure.

22  
23 (Recess taken.)  
24

25 BY MR. MONAGHAN:

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1 Q. I'm going to show you, I alluded  
2 to it earlier, Ms. Weitzman, the affidavit of  
3 Alison Smith, who is a vice-president of  
4 performing rights of Broadcast Music, Inc.,  
5 BMI. And I'm going to direct your attention to  
6 paragraph four of this affidavit, which is dated  
7 March 16, 2001, and ask you to take a look at  
8 that. And you're also free, if you need to, to  
9 read any other part of that affidavit that you'd  
10 like.

11 Could you read that into the  
12 record when you're done reading it for yourself?

13 A. Okay.

14 Q. Now, could you read that paragraph  
15 four into the record for us?

16 A. "By way of background, there is  
17 more than one way in which a musical work may be  
18 registered with BMI. For songs, the common way  
19 is for either the writer or the music publisher  
20 to submit a registration form. With respect to  
21 themes and background music specifically written  
22 for television, registration forms are rarely  
23 submitted. These works, which is the type of  
24 music in question in this action, are most often  
25 registered with BMI through the submission of

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1 cue sheets by the producer of each episode of  
2 each show series or film."

3 Q. Is that statement consistent with  
4 your understanding of how this works, the  
5 registration with BMI?

6 A. Well, I've only done the cue sheet  
7 parts, so I've never done any kind of  
8 registration form that's here. With respect to  
9 the cue sheets, yes.

10 Q. That is consistent?

11 A. Yes.

12 Q. That's the form that's used when  
13 music is written specifically for the TV  
14 production?

15 A. Well, it's a record of what's in  
16 the show. Whether it was originally written  
17 for the show, I don't know, but it's just a  
18 list of what music is contained within the  
19 show.

20 Q. Well, you see that Ms. Alison  
21 Smith says -- she uses the word "specifically"?

22 A. Well, she may have a broader  
23 knowledge than I have of that, but as far as I  
24 know, the cue sheet was really just a record of  
25 what's within the show. Just like you know who

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1 the writer is, you know who the composer is, you  
2 know all of that stuff.

3 Q. But --

4 A. But if it was written specifically  
5 for the show, that was never a consideration  
6 that I had. It was just contained within the  
7 show, is why I thought it was on a cue sheet.

8 Q. Again, who supplied the  
9 information in the cue sheet?

10 A. The actual --

11 Q. Who prepared the cue sheets?

12 A. The physical cue sheets were  
13 probably prepared through Marvel and Bill  
14 Dobishinski and us. The information had to  
15 have been given -- this part (indicating) from  
16 Sunbow, and it wasn't me that gave that break  
17 out.

18 Q. You said it was Tom and Joe?

19 A. Yes.

20 Q. Okay. Now, could you tell me  
21 which of these properties I'm showing you now,  
22 there is a boxed set G.I. Joe, Jem, G.I. Joe The  
23 Movie, Transformers CDs --

24 MS. KITSON: Those are DVDs.

25 A. Those are DVDs, not CDs.

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1 Q. Let's start with, are you familiar  
2 with these products?

3 A. The shows? I've seen these  
4 materials, but that was all done through the  
5 sales team. Any of the sales to create these  
6 things was done through the sales team. I gave  
7 the master show and then whatever was done with  
8 that, was done with it.

9 Q. Well, do you know whether the  
10 music was written specifically for, for example,  
11 the G.I. Joe videos I'm showing you now, the  
12 boxed set?

13 MS. KITSON: Objection, the  
14 witness doesn't know what music is on the  
15 videos you're showing her.

16 MR. MONAGHAN: Well, maybe she  
17 does.

18 Let me show it to her.

19 Q. You were at Sunbow in 1999,  
20 correct?

21 A. Um-hum.

22 Q. And G.I. Joe was a Sunbow  
23 production?

24 A. Yes.

25 Q. And you said you weren't familiar

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1 with Rhino Entertainment Company; is that right?

2 A. No. I saw it on the boxed set  
3 now, so I know, but as I said, I didn't do the  
4 deal with them, that's a sales function.

5 Q. I'm sorry, were you there after  
6 Sony was involved at Sunbow?

7 A. Yes, in the late '90s, right.

8 Q. And that's after Tom and Joe sold  
9 the company to Sony?

10 A. Right.

11 Q. You remained on?

12 A. Um-hum.

13 Q. At the risk of repetition, just  
14 for --

15 A. Yes, I did.

16 Q. I won't ask it again.

17 A. And just to clarify for you, when  
18 I started at Sunbow in '80, I had been a  
19 teacher for 10 years, so I was a PA, I worked  
20 with Tom and Joe, they taught me, they gave me  
21 more and more responsibility. Starting up in  
22 the '90s, they started delegating a lot of their  
23 work, because they had their own advertising  
24 agency throughout the whole term, to C.J., who  
25 was then the president. We moved out of their

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1 offices, we worked there, so things evolved  
2 throughout. So when I say in the early years  
3 what deals were set up, I just found out what  
4 the deals were or what had to be put, and  
5 that's kind of the evolution of my position.

6 Q. Who did you report to when Sony  
7 was the owner?

8 A. Well, when Sony first acquired us,  
9 there was Ted Green that was there, he was the  
10 head of it, and then Becky Mancuso. So I pretty  
11 much reported to Ted. And he left near the very  
12 end of Sony and then Becky took over for a while  
13 and then they just -- it fell apart. And from  
14 what I understood, part of Sony's deal with  
15 Loonland is they had to deliver the Cramp Twins  
16 series. So that's when I started to work with  
17 George Becker, because he needed me to help  
18 fulfill the delivery of that series. So I  
19 hadn't worked with George the whole time I was  
20 there, but at the end he was kind of left with  
21 the leftovers.

22 Q. Is that at 100 Fifth?

23 A. No, George was at Sony.

24 Q. Where was that office?

25 A. We stayed at 100 Fifth Avenue.

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1 Sony Wonder was up in the Sony building.

2 Q. Okay. And what was Ted Green's  
3 title?

4 A. I don't know. He was somehow the  
5 head of Sony Wonder. I don't know what his  
6 title was.

7 Q. And he was also at the Sony Wonder  
8 building?

9 A. Yes.

10 Q. And Becky Mancuso, likewise?

11 A. She was in LA Sony Wonder.

12 Q. And during the time that Sony  
13 owned the company, which is from 1997-ish?

14 A. I don't know. They were my worst  
15 years, nothing to do with Sony.

16 Q. Through what, 2001?

17 A. Yes, the end of 2001. Once we  
18 delivered Cramp, I think that was their final...

19 Q. Where were the records kept?

20 MS. KITSON: Objection as to the  
21 records. Vague.

22 Q. The business records?

23 A. All of my stuff --

24 Q. Sunbow's records?

25 A. Sunbow Production, my part was

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1 down with me. There was still a sales team  
2 that was still down there.

3 Q. Were you ever present at a meeting  
4 with Joe Bacal at any time where there was a  
5 discussion of percentages of interests in a  
6 song?

7 A. No.

8 Q. Do you have any knowledge as to  
9 why Anne Bryant wouldn't be paid mechanical  
10 royalties on videos or DVDs that have music  
11 composed by her?

12 A. I honestly don't know what her  
13 deal was.

14 Q. Well, aside from her deal, do you  
15 know why --

16 A. I don't know what a mechanical  
17 royalty is. I know what -- I don't know  
18 specifically what that means, regarding --

19 Q. Well, assume for the sake of my  
20 question that a mechanical royalty is something  
21 other than a performance royalty and it's a  
22 royalty generated by some mechanical iteration  
23 of a composition, a record, a DVD, a movie,  
24 something like that. Do you know why she's not  
25 getting any money, assume she's not getting any

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1 money, do you know why she's not getting any  
 2 money on any of these compositions?  
 3 A. No.  
 4 Q. Do you know what Sunbow's position  
 5 is with respect to that issue?  
 6 A. In the contracts I've done,  
 7 composers don't get anything other than the fee  
 8 that you give them up front and any ASCAP or  
 9 BMI that they are entitled to for their share.  
 10 Q. And when you say then in the  
 11 contracts you've done, could you give me an  
 12 example of a contract you've done?  
 13 A. Oh, you mean with the composers  
 14 that I've worked with?  
 15 Q. Yes.  
 16 A. Helene Muddiman, she just did  
 17 Cramp Twins for us.  
 18 Q. Let me go back up a little bit.  
 19 You say in the contracts that you've done, the  
 20 composers don't get anything but their  
 21 performance royalty?  
 22 A. They get the performance royalties  
 23 and an amount of money to do a certain library  
 24 of cues.  
 25 Q. So whatever mechanical royalties,

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1 for the sake of my question, would go where?  
 2 A. I've never mentioned mechanical  
 3 royalties in contracts.  
 4 Q. Okay, whatever other royalties  
 5 there are?  
 6 A. If there are other royalties, I  
 7 would imagine they would go to Sunbow, but I  
 8 don't know for sure.  
 9 Q. Now, did that represent some sort  
 10 of a change in policy at Sunbow with respect to  
 11 payment of royalties?  
 12 A. What I've done, versus what  
 13 existed? I really don't know what existed  
 14 before. I thought what I have done is kind of  
 15 the template for what the deals have been.  
 16 Q. Okay. That's from the time you  
 17 were involved in doing those?  
 18 A. Um-hum.  
 19 Q. You say you don't know what --  
 20 A. I don't know the deals.  
 21 Q. Well, do you know whether it was a  
 22 change in any way, shape or form?  
 23 A. No, I don't.  
 24 Q. And a typical contract that you  
 25 talked about, again, please, what was the name

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1 of that party?  
 2 A. Helene, H-E-L-E-N-E, Muddiman,  
 3 M-U-D-D-I-M-A-N.  
 4 Q. And this was on the Cramp Twins?  
 5 A. Yes.  
 6 Q. Could you give me an example of  
 7 one a little older than that?  
 8 A. Well, all of the deals that I've  
 9 been involved with -- I'm trying to think of the  
 10 series. Nathan Wang did it for Fat Dog Mendoza,  
 11 it's another series. Hey, it's cartoons, you  
 12 know.  
 13 Q. And were these compositions  
 14 written as commercials or written for these  
 15 production?  
 16 A. Written for the productions.  
 17 Q. And when you said, "in the  
 18 contracts that you've done," were you talking  
 19 about contracts with respect to TV productions?  
 20 A. Yes.  
 21 Q. So you weren't talking about music  
 22 that was originally composed for commercials?  
 23 A. No, I have not been involved in  
 24 the commercial area. That was Griffin Bacal,  
 25 which was a separate company and a separate

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1 commercial division.  
 2 Q. Did you ever say to Anne in words  
 3 or substance that you thought the talent was  
 4 overpaid?  
 5 A. No.  
 6 Q. You never expressed that sentiment  
 7 to her?  
 8 A. I can't imagine saying that,  
 9 although I felt it on many occasions.  
 10 Q. Did you tell her, in or about  
 11 1998, that Sunbow no longer pays composers of  
 12 underscores because they get to keep their  
 13 royalties and they're satisfied with that?  
 14 A. I don't even remember talking to  
 15 her in '98.  
 16 Q. Well, don't hold me to the year,  
 17 but did you ever express that sentiment to her?  
 18 A. By saying that the composers get  
 19 the money and they keep it?  
 20 Q. That's enough.  
 21 A. That's what we're doing, so it's  
 22 consistent with what we're doing. I just can't  
 23 imagine that was a conversation, but...  
 24 Q. It's possible?  
 25 A. I honestly don't remember talking

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1 to her.

2 Q. Who was the person responsible for  
3 communicating the names and percentages of the  
4 authorship of the composition to Sunbow's  
5 administrator, Bill Dobishinski?

6 A. I don't really know. I mean, I  
7 didn't have that information, so if it was  
8 communicated, it was either Tom, Joe or probably  
9 through them from the Finance Department.

10 Q. When Sunbow was sold to Sony, did  
11 Sunbow have to advise Sony of its interests in  
12 various properties, what it owned in various TV  
13 properties, stuff like we're talking about right  
14 here?

15 A. The only thing I had to give were  
16 copies of the copyright forms, that's what I had  
17 to provide during the deal. I don't know what  
18 else they had to -- Sunbow had to provide to  
19 Sony, I don't know.

20 Q. Did you have charge of the  
21 copyright forms or custody of them?

22 A. Um-hum.

23 Q. And why did you have custody of  
24 those?

25 A. Because I would register them. I

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1 would get the forms for every episode, so would  
2 our attorney, make sure it was right, and then  
3 for every subsequent half hour, I would register  
4 it once the show aired.

5 Q. Where would you register it?

6 A. The Office of Copyright.

7 Q. The Copyright Office in  
8 Washington?

9 A. Washington, yes.

10 Q. Do you know what an arranger's  
11 function is with respect to a musical  
12 composition?

13 A. No.

14 Q. Do you know whether arrangers  
15 receive fees?

16 A. Don't know.

17 Q. Did you notice in some of the  
18 documents that you have G.I. Joe opening theme  
19 and then you have some other theme, closing  
20 theme, that type of thing?

21 A. Yes.

22 Q. You've seen that before?

23 A. Um-hum.

24 Q. Okay. Who makes the determination  
25 as to the identity of that piece of music,

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1 calling it a closing theme or opening theme?

2 A. Well, for every show there's -- in  
3 visual, it's called a main title, it's the  
4 beginning of the show that kind of tells the  
5 back story in animation, and there was a theme  
6 that goes over that, so it's the theme show.  
7 And generally, it's repeated at the end of the  
8 show over the end credits.

9 Q. Okay. But in the registration  
10 with BMI, and I could show you some and I'm  
11 sure you've seen them, they've used  
12 designations like that, opening theme, closing  
13 theme, whatever. Who tells BMI what name to  
14 give to the piece of music?

15 A. Oh, we name the cues. We, meaning  
16 the composer.

17 Q. Sunbow?

18 A. Well, no, the composer generally.

19 I mean there are cues that are done for anxious  
20 time, there are cues that are race time.

21 Q. Right.

22 A. Each cue is given a name by the  
23 composer, and then that is given as a library to  
24 the editor that puts it together.

25 Q. To the music editor?

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1 A. Yes. And they use the cues, the  
2 list of cues.

3 Q. Now, do you know of any  
4 circumstance where an originally composed theme  
5 by, let's say, Anne Bryant could then become the  
6 property of somebody else who may have  
7 rearranged it or changed the music in some  
8 respect, would that be a situation where someone  
9 else would get credit for her music?

10 MS. KITSON: Objection to the  
11 form.

12 Q. Do you understand that question or  
13 is that too long?

14 A. No, it's not too long, I'm trying  
15 to understand it. I don't know. The only time  
16 we ever redid a series, we did G.I. Joe Extreme  
17 and we did Transformers Generation X, I forgot  
18 the name of it. So if you're saying she  
19 composed themes for that, there was music in  
20 those series. I don't know if they were  
21 rearranged themes, I don't know what they were,  
22 but I'm just saying those were the only shows.  
23 Like out of this show, Jem died as a series, My  
24 Little Pony died. A lot of these shows stopped  
25 airing in '86 or '87. The only ones that we

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1 did, kind of coming back was G.I. Joe and  
 2 Transformers.  
 3 Q. They are coming back?  
 4 A. They were, you know, in the  
 5 mid-'90s.  
 6 Q. Well, do you know what is being  
 7 sold now on AMAZON.COM, for example?  
 8 A. No.  
 9 Q. Whose job was it at Sunbow to make  
 10 sure that Sunbow as publisher was getting its  
 11 correct performance royalties?  
 12 A. At Sunbow, itself? Well, I know  
 13 Bill worked with the Finance Department, Bill  
 14 Dobishinski, I mean because he got his fee. He  
 15 was the one that tracked all of this. There was  
 16 nobody at Sunbow who knew the music business to  
 17 do this.  
 18 Q. But how did Sunbow know whether or  
 19 not it was getting shorted, if it was getting  
 20 shorted?  
 21 A. They hired him to do the  
 22 administration and look over it, the same way we  
 23 hired Sony afterwards to do that, before they  
 24 ever bought us, when Bill disappeared.  
 25 Q. I'm sorry, let me get that again.

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1 You hired Sony to do the same thing that --  
 2 A. Sony has an administration  
 3 division, ATV. We interviewed a lot of  
 4 different music administrators after Bill left  
 5 and then we hired Sony to do that,  
 6 coincidentally, it has nothing to do with the  
 7 Sony Wonder sale, and that was before they ever  
 8 bought us.  
 9 MR. MONAGHAN: Let me mark this  
 10 document, please.  
 11  
 12 (Weitzman Exhibit D, Form  
 13 submitted by Sony ATV during the time it  
 14 was administering Sunbow's publishing,  
 15 marked for identification.)  
 16  
 17 Q. Are you familiar with Exhibit --  
 18 take a look. Let me give you a minute.  
 19 A. No, I've never seen this.  
 20 Q. Well, I think it says cue sheet  
 21 there, doesn't it?  
 22 A. It's not a cue sheet, I don't  
 23 think. No.  
 24 Q. Okay. But you do see that Sony  
 25 is --

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1 A. The submitter, Sony ATV?  
 2 Q. Sorry?  
 3 A. Sony ATV, it says, as submitter.  
 4 Q. Right. Would this be a form, if  
 5 it's not a cue sheet, submitted by Sony ATV  
 6 during the time it was administering Sunbow's  
 7 publishing?  
 8 MS. KITSON: Objection.  
 9 A. I've never seen this, so I don't  
 10 know who submitted it or when. I mean, I see  
 11 it's dated 1997, but I've never seen it.  
 12 Q. Was Sony doing the publishing  
 13 administration for Sunbow in that period of  
 14 time?  
 15 A. I imagine it was. There is a  
 16 contract with them, but, yeah, I would imagine  
 17 it was.  
 18 Q. And is that at or about the time  
 19 when they took over from Bill Dobishinski?  
 20 A. It was in the '90s when we did it,  
 21 when we moved into the office of 100 Fifth  
 22 Avenue, I don't remember the year, but I have  
 23 not seen these. This sheet, this girl Elise  
 24 worked for me a long time ago. Oh, yeah, I see  
 25 it's 85, that's not a new one.

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1 Q. There may be more than one  
 2 document together there.  
 3 A. Maria Perez, I don't know who that  
 4 is. Wholly Molley music. Oh, the Scotty  
 5 Brothers, they were the people who worked on the  
 6 Transformers movie. But these other sheets, I  
 7 don't know what they are.  
 8 Q. Okay. Did you give me the names  
 9 of the people in the Finance Department?  
 10 A. Yeah, it was Bill Biehl, Bob  
 11 Darcy, Raul Soto, Andrew Carpon.  
 12 Q. Who had custody of employment  
 13 records at Sunbow?  
 14 A. I don't know for sure, but C.J.  
 15 was the president and Tom and Joe. I don't  
 16 know where the records were. Like a Human  
 17 Resource, is that what you're talking about?  
 18 Q. Yes.  
 19 A. We didn't have Human Resource, so  
 20 it was probably done through C.J. and the  
 21 finance guys.  
 22 Q. Do you know whether those records  
 23 were turned over to Loonland?  
 24 A. I don't know, but they would have  
 25 been turned over to Sony first, if they were

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1 turned over to anybody. And then I don't know  
 2 what Sony did.  
 3 Q. And where is C.J. Kettler?  
 4 A. C.J. does free-lance work in the  
 5 industry, I don't know where she is now.  
 6 Q. Do you know where she lives?  
 7 A. Yeah, she lives in the city.  
 8 Q. In the city?  
 9 A. Yeah.  
 10 Q. And for whom does she do  
 11 free-lance work?  
 12 A. I think it's a company called  
 13 Solara. She used to work at Oxygen, that's where  
 14 I knew her last.  
 15 Q. That's the cable?  
 16 A. Yes.  
 17 Q. And when did she leave the  
 18 company?  
 19 A. When it was sold. She and Tom --  
 20 oh, no, actually she stayed on after Tom and Joe  
 21 and she sold it. She stayed on with Sony, and  
 22 I'm trying to think, around the time Ted left  
 23 she went to work at Oxygen.  
 24 Q. How is it that Ms. Kitson is here  
 25 representing you today, who hired her?

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1 A. Sony, I believe. Sunbow, Sony.  
 2 Q. Well, do you know?  
 3 THE WITNESS: You told me, but I  
 4 forgot.  
 5 A. I don't remember if it is Sony or  
 6 Sunbow. I think Sunbow.  
 7 Q. Did you ever see the BMI  
 8 statements that were prepared from time to  
 9 time?  
 10 A. No, I don't think so.  
 11 Q. So if I showed you BMI statements  
 12 now, you would not have familiarity with those;  
 13 is that correct?  
 14 A. I could look at it and see if it's  
 15 something that's familiar, I may not have known  
 16 what it was called, do you know what I mean?  
 17 Q. Yeah, but you would not be able to  
 18 testify about the information in the form; is  
 19 that right?  
 20 A. Right.  
 21 Q. Now, you testified earlier about  
 22 the Mary Williams Clearance Corporation, and I  
 23 think your testimony was that if you didn't own  
 24 the music, or if Sunbow didn't own the music  
 25 you, would use this Mary Williams Clearance

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1 Corporation?  
 2 A. If we wanted a sync license.  
 3 Q. A sync license?  
 4 A. Yeah, if we wanted to use another  
 5 composer's music, and it was basically done in  
 6 the Great Space Coaster, I don't remember it  
 7 done in any of the animated series, that we  
 8 would use Mary Williams to get the sync  
 9 license, and then we would be able to use it in  
 10 the show.  
 11 Q. And the sync license is what, for  
 12 the record?  
 13 A. It was called a sync license. The  
 14 right to use it.  
 15 Q. In the production of some sort of  
 16 movie or film?  
 17 A. Yeah, TV or -- right.  
 18 Q. Is it the synchronization of the  
 19 movie with the film?  
 20 A. I don't know what the name comes  
 21 from. To me it was just a license to use the  
 22 music. Not the recording of the person that  
 23 originally recorded it, but to re-record it for  
 24 your show.  
 25 Q. Do you know the Harry Fox Agency?

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1 A. They were one of the people that  
 2 Mary used to talk to to get rights.  
 3 Q. Okay. And I'm going to show you a  
 4 batch of documents, which are Bates stamped 2205  
 5 through 2397. And we'll let the reporter mark  
 6 collectively, which appear to be Mary Williams  
 7 Clearance Corporation cue sheets addressed to  
 8 Sunbow Productions, reflecting various  
 9 compositions, although actually it looks like  
 10 they are all Transformers.  
 11 I ask the reporter to mark that,  
 12 and then if you could take a look at it.  
 13 MS. VALENCIA: Patrick, where do  
 14 those Bates numbers come from?  
 15 MR. MONAGHAN: Ours.  
 16  
 17 (Weitzman Exhibit E, Document  
 18 bearing production numbers 2205 through  
 19 2397, marked for identification.)  
 20  
 21 A. So these are cue sheets, they are  
 22 not BMI things.  
 23 Q. No.  
 24 A. This is not what you were talking  
 25 about. Oh, okay.

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1 MS. KITSON: I would state for the  
 2 record that these sheets all indicate that  
 3 Sunbow Productions Incorporated is the  
 4 producer, but they are not addressed to  
 5 Sunbow Productions.  
 6 A. We used Mary Williams, as I said,  
 7 for the G.I. Joe show, so she may have just -- I  
 8 don't remember her doing it, but she might have  
 9 just prepared --  
 10 Q. Well, these are Transformers,  
 11 aren't they?  
 12 A. Right, they are.  
 13 Q. It's not G.I. Joe?  
 14 A. Right.  
 15 MR. MONAGHAN: You gave us these,  
 16 Roseann.  
 17 MS. KITSON: No, we did not  
 18 produce those to you. You produced those  
 19 to us.  
 20 MR. MONAGHAN: Where did we get  
 21 them?  
 22 A. She must have done this before  
 23 Bill got involved, I guess. These are for the  
 24 first series, '84, '85.  
 25 Q. Do you have any information about

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1 Q. Of what?  
 2 A. G.I. Joe, I think, and  
 3 Transformers. I never met him, I didn't know  
 4 him. I think they met him through Marvel.  
 5 Q. Do you know what underscoring is?  
 6 A. The background music.  
 7 Q. Now, is that original music or is  
 8 it the rearrangement of existing music?  
 9 A. Well, typically it's original  
 10 music, but it's frequently in animated series,  
 11 the theme is used throughout the show. It  
 12 brings the kids back into the da, da, da, and  
 13 then they do a run, and then whenever they come  
 14 back they do another cue, but they frequently  
 15 revisit cues of the theme throughout a series.  
 16 Q. Did you know what John Douglas'  
 17 involvement was with Transformers?  
 18 A. No. I mean I'm seeing it on these  
 19 sheets that he wrote a lot of the cues, but I...  
 20 Q. Did you ever hear of Mr. Bacal  
 21 saying that Ford Kinder and Anne gave him a  
 22 percentage interest in Transformers?  
 23 A. No.  
 24 Q. Do you know what Barry Harmon's  
 25 involvement was with Transformers?

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1 these forms, Exhibit E?  
 2 A. They appear to be cue sheets from  
 3 the first group of Transformer shows.  
 4 Q. Would these have been in the  
 5 possession of Sunbow?  
 6 A. I don't know. I don't remember  
 7 these, but I would imagine they would be, but I  
 8 don't know.  
 9 Q. Do you know whether Mr. Bacal is  
 10 getting royalties, other than performance  
 11 royalties, on any of these DVDs that I'm showing  
 12 you, that are in front of me now?  
 13 A. I have no idea.  
 14 Q. You have no idea?  
 15 A. No.  
 16 Q. Do you know where Tom Griffin is  
 17 now?  
 18 A. Yeah.  
 19 Q. Where would he be?  
 20 A. In Scarsdale.  
 21 Q. Is he working?  
 22 A. I don't think so.  
 23 Q. Do you know who John Douglas is?  
 24 A. He was a composer for the early  
 25 series.

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1 A. No. I know Barry is typically a  
 2 lyricist, he's not a composer, but I don't  
 3 remember that.  
 4 Q. Are there lyrics through the  
 5 Transformers themes, any of them?  
 6 A. Yeah, there were, I think.  
 7 Q. Do you know who composed the  
 8 lyrics?  
 9 A. No.  
 10 Q. Do you know Spence Michelin?  
 11 A. No.  
 12 Q. Do you know Andy Hayward?  
 13 A. Yes.  
 14 Q. Who is Andy Hayward?  
 15 A. He's the head of DIC.  
 16 Q. How do you spell DIC?  
 17 A. D-I-C, it's initials.  
 18 Q. For what?  
 19 A. I don't know.  
 20 Q. What is DIC?  
 21 A. It's an animation production  
 22 company.  
 23 Q. Does he compose music?  
 24 A. I don't know.  
 25 Q. Do you know Monroe Michaels?

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1 A. No.  
 2 Q. Did you ever hear of Andy Hayward  
 3 using that as a pseudonym?  
 4 A. No. That's a funny name. No, I  
 5 meant if you know Andy, that's not at all like  
 6 him.  
 7 Q. Well, if I were to show you page  
 8 289 of a BMI catalog, this was testimony given  
 9 at Mr. Bacal's deposition, Monroe Michaels is  
 10 credited on the cue sheet as having some  
 11 interest in composing the music.  
 12 MS. KITSON: Objection. Is there  
 13 a question pending?  
 14 Q. Do you know why that would be?  
 15 A. DIC is a company that produced  
 16 G.I. Joe shows competitive with us. The shows  
 17 were taken away from Sunbow at a point and  
 18 given to DIC to produce with Hasbro. So I  
 19 don't really know who worked on that series, it  
 20 didn't have anything to do with us, Sunbow.  
 21 Q. This was competitive to Sunbow?  
 22 A. Yes.  
 23 Q. And that was taken away by whom?  
 24 A. Hasbro, I believe. I guess they  
 25 had a lesser bid for doing the series. And

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1 Hasbro assigned -- I don't know how many  
 2 episodes were done, but it was quite a bit, I  
 3 think.  
 4 Q. Do you know Larry Bernstein?  
 5 A. He's with Hasbro. He was with  
 6 Hasbro, I don't know what he does.  
 7 Q. Product manager, does that sound  
 8 familiar?  
 9 A. I don't really know.  
 10 Q. Paul Weinberg?  
 11 A. No.  
 12 Q. Steven James Taylor?  
 13 A. No.  
 14 Q. Do you have any records at all  
 15 pertaining to your employment at Sunbow?  
 16 A. No.  
 17 MR. MONAGHAN: Give me a few  
 18 minutes.  
 19  
 20 (Recess taken.)  
 21  
 22 BY MR. MONAGHAN:  
 23 Q. Let me direct your attention back  
 24 to the summer of 1993. I know it's a long time  
 25 ago, 10 years ago.

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1 A. It's hard to believe, isn't it?  
 2 You hear '93, it sounds as if it was yesterday.  
 3 Q. Was there some particular event  
 4 that occurred at Sunbow at that particular time  
 5 which required filing cue sheets, changing  
 6 registrations at BMI?  
 7 A. Not that I know of.  
 8 Q. Ms. Weitzman, I would like to show  
 9 you now page 49 of Ms. Bryant's BMI catalog  
 10 dated March 16, 2000. And I would like to  
 11 direct your attention to the two middle entries  
 12 dealing with My Little Pony and Friends.  
 13 A. Okay.  
 14 Q. Now, you know that the publisher  
 15 generally takes care of the registrations with  
 16 BMI; is that right?  
 17 A. I only know as far as giving the  
 18 cue sheets, I don't know what else has to  
 19 happen.  
 20 Q. Well, do you see that next to --  
 21 do you see you have both Starwild and Wildstar  
 22 Music shown on My Little Pony and Friends with a  
 23 P for publishing?  
 24 A. Oh, yes.  
 25 Q. By the way, are you familiar with

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1 this form that I'm showing you?  
 2 A. No, I've never seen this.  
 3 Q. Under what circumstances would  
 4 Sunbow cause a form to be filed with either BMI  
 5 or ASCAP, how would they make that decision?  
 6 A. I have no idea.  
 7 Q. Well, I'm going to show you now  
 8 the Jem videos. These have both been marked  
 9 previously at Mr. Bacal's deposition. And I  
 10 direct your attention to the back showing the  
 11 credits or production, I guess. And I ask you  
 12 why it is that these are shown as Sunbow  
 13 Productions, Inc./Wildstar rather than Sunbow  
 14 Productions, Inc./Starwild?  
 15 A. I have no idea. I don't know.  
 16 Q. You know that Anne Bryant is a BMI  
 17 writer, correct?  
 18 A. No, I don't remember that. But it  
 19 is according to this, right?  
 20 Q. You didn't remember that?  
 21 A. No.  
 22 Q. Okay.  
 23 A. I know BMI, everybody always said,  
 24 yielded greater money, revenue, than ASCAP, but  
 25 I have no idea.

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1 Q. I hate to beat a dead horse, but  
2 let me beat it. If clearance forms were filed,  
3 I think your testimony is it would have been  
4 Joe or Tom that would have taken care of that;  
5 is that right?

6 A. I didn't say they would have taken  
7 care of.

8 Q. Under their direction?

9 A. I said they know the deals that  
10 they made with people. I didn't make the  
11 deals, I don't believe anybody else would have  
12 made the deals.

13 Q. Okay.

14 A. Certainly in the early years.

15 Q. And you personally have no  
16 knowledge of who filed clearance forms with  
17 BMI?

18 A. I don't know what a clearance form  
19 is, I only know the cue sheet.

20 Q. Do you know of anyone else who  
21 filed any forms with BMI?

22 A. I don't know of anybody, no.

23 Q. Or ASCAP?

24 A. No.

25 Q. Well, who would have done that?

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1 the credits on the shows.

2 Q. You do know that the writer can't  
3 be in both at the same time?

4 A. Right, but sometimes the composer  
5 was one and the lyricist was another, so we had  
6 to list both.

7 Q. Okay. When I said it can't be  
8 both at the same time, I'm talking about both  
9 performing rights societies, ASCAP and BMI?

10 A. Right. No, I didn't know that, I  
11 thought they could be and just use the one they  
12 wanted.

13 Q. But not on the same composition?

14 A. Oh, right. No, yeah, of course,  
15 not on the same composition.

16

17 (Weitzman Exhibit F, G.I. Joe  
18 boxed set of three videos, marked for  
19 identification.)

20

21 Q. I'm showing you now this boxed set  
22 of G.I. Joe videos. If you could take a look at  
23 the production information on the back of the  
24 video. Is it not the same as --

25 MS. KITSON: Of the individual

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1 A. That's what I'm saying, I don't  
2 know who would have done that.

3 MS. KITSON: Anybody else besides  
4 what her previous testimony has been?

5 Q. You're not changing any of your  
6 previous testimony; is that right?

7 A. No.

8 MR. MONAGHAN: I think we'll mark  
9 this as well, the G.I. Joe boxed set of  
10 the three videos.

11 A. Did you look at the end credits on  
12 there, the visual end credits to see if Wildstar  
13 and Starwild are both on there.

14 Q. Where is the visual end credits?

15 A. At the end of the video.

16 Q. At the end of the video, itself?

17 A. Yes. So I'm saying it could just  
18 be inadvertently left off the packaging, but not  
19 off the tape.

20 Q. I appreciate that information.  
21 We'll take a look at it in that regard. But  
22 isn't it going to be one or the other, Starwild  
23 or Wildstar?

24 A. I don't know. I don't remember  
25 using one versus the other, I'd have to look at

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1 tape or on the box itself?

2 MR. MONAGHAN: The box itself.

3 A. The box of the individual tape,  
4 you're talking about.

5 Q. Right.

6 A. Not the big box. Although on the  
7 big box, it's the same thing.

8 Q. It's the same, isn't it?

9 A. Yes.

10 Q. Does this show Sunbow Productions  
11 Inc./Wildstar?

12 A. Yes, and Hasbro.

13 Q. And Hasbro. Does this appear to  
14 be a production during the period of time that  
15 Sunbow was owned by Sony?

16 A. The video set or -- because the  
17 show is in '86. Do you mean when this video  
18 set was done?

19 Q. Yes.

20 A. I don't know.

21 Q. Is this the Sunbow logo down at  
22 the bottom there, on the box?

23 A. Yes. Oh, a division of Sony  
24 Wonder, there you go.

25 Q. Right. And the same is true on

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1 the Jems?  
 2 A. Yes.  
 3 Q. Now, based on your familiarity  
 4 with the business --  
 5 MR. MONAGHAN: Actually, let's  
 6 just mark each one of these in series.  
 7  
 8 (Weitzman Exhibit G, G.I. Joe, The  
 9 Movie, marked for identification.)  
 10  
 11 (Weitzman Exhibit H, The  
 12 Transformers, The Movie, marked for  
 13 identification.)  
 14  
 15 (Weitzman Exhibit I, The  
 16 Transformers, Villains-The Ultimate Doom,  
 17 marked for identification.)  
 18  
 19 (Weitzman Exhibit J, The  
 20 Transformers, Heroes-The Rebirth, marked  
 21 for identification.)  
 22  
 23 (Weitzman Exhibit K, Inhumanoids  
 24 The Evil That Lies Within, Episode one  
 25 through five, marked for identification.)

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1  
 2 Q. Are you looking at Exhibit G,  
 3 Ms. Weitzman?  
 4 A. Yes, I am.  
 5 Q. Could you tell me anything about  
 6 that? That's the G.I. Joe The Movie?  
 7 A. Um-hum.  
 8 Q. That's a DVD?  
 9 A. Yes.  
 10 Q. Do you know who produced that DVD?  
 11 A. The DVD, no. I know we produced  
 12 the video, you know, the production.  
 13 Q. We, meaning Sunbow?  
 14 A. We, meaning Sunbow with Marvel,  
 15 yes.  
 16 Q. Do you know who is shown as the  
 17 producer of this particular --  
 18 A. Sunbow and Marvel.  
 19 Q. Do you know when it was produced?  
 20 A. Around '86.  
 21 Q. This DVD?  
 22 A. Oh, no, I'm talking about the  
 23 show. I don't know about these tapes at all.  
 24 Q. Could you tell us by looking at  
 25 the DVD when that DVD was produced?

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1 MS. KITSON: Objection.  
 2 MR. MONAGHAN: I realize it speaks  
 3 for itself, but all objections except as to  
 4 form are reserved.  
 5 MS. KITSON: She's already  
 6 testified she doesn't know about the DVD.  
 7 Her answer stands. She knows about the  
 8 show, but not the DVD itself. Any  
 9 questions about the DVD go beyond her  
 10 firsthand knowledge.  
 11 MR. MONAGHAN: I'm now going on  
 12 her experience in the industry and being  
 13 familiar with these products.  
 14 A. I'm just looking at the copyright,  
 15 it says 2000, that's the only way I would have  
 16 any idea when it was.  
 17 Q. Who, according to that, holds the  
 18 copyright?  
 19 A. It says Rhino Entertainment.  
 20 There is also a copyright for Sunbow.  
 21 Q. What is it that they are claiming  
 22 a copyright of?  
 23 MS. KITSON: Objection.  
 24 A. I have no idea.  
 25 Q. Could I have that one back?

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1 A. (Handing.) You didn't finish  
 2 watching it last night?  
 3 Q. Let me interrupt with one  
 4 question. Were you familiar with any licensing  
 5 deals being done with anyone out in California?  
 6 A. No.  
 7 Q. By the way, on Exhibit G, do you  
 8 notice Mr. Bacal's name appears as supervising  
 9 producer, also as a producer, along with  
 10 Mr. Griffin, did you see that on the front?  
 11 A. No. Okay.  
 12 Q. That's the same Joe Bacal we've  
 13 been talking about, right?  
 14 A. Yes.  
 15 Q. Okay. Did you ever deal with  
 16 anybody at Marvel?  
 17 A. Sure. Yes.  
 18 Q. Who would that be?  
 19 A. Margaret Loesch, L-O-E-S-C-H, Lee  
 20 Gunther, Jim Graziano, he was my counterpart  
 21 there. And then the production team. I don't  
 22 remember their names specifically. We worked  
 23 with them for five, six years.  
 24 Q. And where are they located, these  
 25 individuals?

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1 A. Well, I know Lee passed away,  
 2 Margaret I don't know, Jim Graziano is just  
 3 being a house dad right now.  
 4 Q. Where was the company when you  
 5 dealt with them?  
 6 A. Marvel? LA. It was before we  
 7 opened our own studio.  
 8 Q. Before Sunbow opened its own  
 9 production studio?  
 10 A. Yes.  
 11 Q. Now, this, of course, is in DVD  
 12 format, which is relatively recent technology.  
 13 You don't have any knowledge of how this came to  
 14 be?  
 15 A. No.  
 16 Q. You were unaware that there was a  
 17 DVD out?  
 18 A. No, I didn't know.  
 19 Q. Could you look at the next  
 20 exhibit, please. H, I guess.  
 21 A. It's Transformers The Movie.  
 22 Q. What production information is on  
 23 the jacket of that?  
 24 A. Exec producer is Margaret and Lee,  
 25 supervising producer is Joe Bacal, produced by

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1 Joe and Tom, Joe Bacal and Tom Griffin.  
 2 Q. Do you know where Joe Bacal lives?  
 3 A. In Westchester. North Salem, West  
 4 Salem. I don't know, I think that's  
 5 Westchester.  
 6 Q. And do you know who he works for  
 7 now?  
 8 A. He doesn't work for anybody.  
 9 Q. Do you know what he does for a  
 10 living?  
 11 A. He's kind of not working. He does  
 12 some script once in a while for Four Kids  
 13 Productions, my company, once in a while, but he  
 14 doesn't have a job job, it's for fun.  
 15 Q. Do you know who Nelson Shin is?  
 16 A. Yes, he's an animation producer.  
 17 He has a studio over in Korea.  
 18 Q. Used from time to time by Sunbow?  
 19 A. Oh, yeah, a lot. I like him, he  
 20 has a good animation studio.  
 21 Q. The next one, please.  
 22 A. It's J, right?  
 23 Q. Yes.  
 24 A. Transformers --  
 25 MS. KITSON: It's I.

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1 A. Yes, I, sorry. Transformers,  
 2 Collector Edition. This is the series when we  
 3 redid it because you could tell by the framing  
 4 of it, it was a new version.  
 5 Q. It's a new version?  
 6 A. Yes. Same animation, new sound  
 7 effects, new computer graphics and things.  
 8 Q. What about the music, or you  
 9 wouldn't know?  
 10 A. I don't remember that.  
 11 Q. Who produced this?  
 12 A. Sunbow -- oh, you mean the DVD?  
 13 Q. Yes.  
 14 A. Rhino.  
 15 Q. Incidentally, did you ever watch  
 16 any of these videos?  
 17 A. Not lately. In the '80s they were  
 18 pretty cool. Oh, yeah, more than I wanted to.  
 19 J is again Transformers, it's a  
 20 Rhino DVD.  
 21 Q. And these are, so far as I could  
 22 tell, they are all Wildstar, aren't they? For  
 23 example, I is Wildstar, I could tell.  
 24 A. I'm just looking on the back.  
 25 Wildstar, yes.

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1 Q. Now, if I'm reading this  
 2 correctly, on the back it seems to indicate  
 3 Rhino Home Video is an AOL Time Warner  
 4 Entertainment Company. Did you --  
 5 A. I didn't know it, I just read it  
 6 myself.  
 7 Q. Does that appear to be the case?  
 8 A. Yes.  
 9 Q. And what was the last one?  
 10 A. K, Inhumanoids. I don't see  
 11 Wildstar on Inhumanoids.  
 12 Q. Do you know of any connection that  
 13 any AOL Time Warner entity would have had with  
 14 anything that Sunbow was involved?  
 15 A. No.  
 16 Q. You don't know of any deals that  
 17 were made?  
 18 A. No, but, again, any home video  
 19 deals were generally done through the sales  
 20 team, it was part of their domain.  
 21 MR. MONAGHAN: All right, give me  
 22 a minute, I think we're winding up.  
 23  
 24 (Recess taken.)  
 25

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1 BY MR. MONAGHAN:

2 Q. Did Sunbow produce TV or radio  
3 commercials for Griffin Bacal?

4 A. No.

5 Q. Who produced the commercials for  
6 Griffin Bacal related to these products?7 A. Griffin Bacal was an advertising  
8 agency, and they had their own teams. There  
9 were guys assigned for G.I. Joe or Transformers  
10 and things like that.

11 Q. Do you know who they were?

12 A. No.

13 Q. So Sunbow was limited to TV  
14 production and --

15 A. Yes.

16 Q. -- videos?

17 A. We never produced the videos.

18 Q. It was limited to TV productions?

19 A. Yes.

20 Q. And then later on, we've seen  
21 these other things happening?22 A. Right. We've always sold the  
23 shows internationally.24 Q. Who had responsibility for the  
25 international sales?

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1 A. That was just the sales team.

2 Q. Same sales team you identified  
3 earlier?

4 A. Yes.

5 Q. What's your last information about  
6 Mr. Dobishinski?7 A. Years ago, when we went --  
8 whatever year we signed up with Sony as  
9 administrators, maybe a year-and-a-half before  
10 that, he just kind of disappeared.

11 Q. Is he an attorney, do you know?

12 A. Yeah, he's an attorney. I think  
13 his company -- like you brought up TAMAD, I  
14 remember that was --15 Q. Mindy Miller, name familiar to  
16 you?17 A. It sounds familiar, but she worked  
18 in Griffin Bacal, not in Sunbow.19 Q. I don't know if you know this, but  
20 do you know who would pay the residual payments  
21 to the singers and musicians whose performances  
22 on the TV shows later found their way into  
23 these DVDs?

24 A. No.

25 Q. Do you have any familiarity with

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1 the Screen Actors Guild and the American  
2 Federation of Musicians?3 A. Well, we used to use SAG actors  
4 years ago as voice-over talent.

5 Q. Do you know what a session fee is?

6 A. No. Only for voice-overs I do,  
7 not in the music area.

8 Q. Who was Sunbow's accounting firm?

9 A. I don't know. I mean, I knew a  
10 lot of the accounting was done in-house.

11 Q. Didn't they have an outside --

12 A. They may have, I don't know.

13 Q. Who was the bookkeeper, in-house?

14 A. Well, there was Raul -- we shared  
15 -- when we were in the Griffin Bacal16 facilities, we shared the Accounting Department  
17 with Griffin Bacal.18 Q. And who was in charge of the  
19 Accounting Department?

20 A. I'm sorry?

21 Q. At that time, who was in charge of  
22 the Accounting Department?23 A. Bill Biehl and Bob Darcy. They  
24 were there at two separate times.

25 Q. And later on, when you had your

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1 own facility?

2 A. We had Andrew Carpon and then Sam  
3 Milstone near the very end.

4 Q. Where is Mr. Milstone?

5 A. I think in Baltimore. He moved.  
6 He was from there and he went back.7 Q. Would there be a record anywhere  
8 on how to reach him?

9 A. I could find out.

10 Q. We'll leave a space in the record  
11 and see if you could fill that in.

12 REQUEST:

13 MR. MONAGHAN: Thanks very much,  
14 Ms. Weitzman. Depending on what  
15 information comes out in the case, we may  
16 have to have you back, but I can't say that  
17 for sure right now.18 MS. KITSON: We'll take that under  
19 advisement.

22 CROSS EXAMINATION

23 BY MS. VALENCIA:

24 Q. Ms. Weitzman, my name is Adrienne  
25 Valencia. I'm with the law firm of Duane Morris

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1 and we represent Jules "Joe" Bacal in this  
2 litigation. He's named as an independent  
3 defendant, and I just have a couple of questions  
4 for you.

5 To your knowledge, did Mr. Bacal  
6 remain involved with Sunbow after Sony purchased  
7 the company?

8 A. After Sony purchased it, no.

9 Q. To your knowledge, after Sony  
10 purchased Sunbow, was Mr. Bacal provided with  
11 information concerning what royalties, if any,  
12 Sunbow received?

13 MR. MONAGHAN: Object to the form.  
14 How would she know? There is no  
15 foundation.

16 A. I wouldn't know.

17 Q. To your knowledge, was information  
18 concerning Sunbow's general business activities  
19 provided to Mr. Bacal after Sony purchased  
20 Sunbow?

21 MR. MONAGHAN: Objection to the  
22 form. How would she know? No foundation  
23 for that.

24 A. Not that I know of.

25 Q. To your knowledge, while Mr. Bacal

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1 MS. VALENCIA: The question is to  
2 her knowledge. Ms. Kitson is not directing  
3 her not to answer.

4 MR. MONAGHAN: That's true, but  
5 I'm objecting to the form of the question,  
6 there is no foundation for it.

7 MS. VALENCIA: It's noted for the  
8 record.

9 MR. MONAGHAN: This witness has  
10 absolutely no knowledge with what Mr.  
11 Bacal did with respect to clearance forms.

12 MS. VALENCIA: I didn't ask about  
13 clearance forms.

14 MR. MONAGHAN: Yes, you asked  
15 about registrations, and they include  
16 clearance forms.

17 MS. VALENCIA: If she has  
18 knowledge, then we'll follow-up. If she  
19 doesn't, that's the end of the question.

20 MR. MONAGHAN: The only knowledge  
21 she has is about cue sheets.

22 Q. Ms. Weitzman, do you recall the  
23 question?

24 A. Yeah. I have no knowledge of him  
25 being involved in any aspect of registration.

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1 was with Sunbow, this is prior to Sony's  
2 acquisition, did he have any involvement with  
3 the actual registrations of any compositions  
4 with BMI?

5 MR. MONAGHAN: Object. She's  
6 covered that in the direct.

7 A. No. I mean he would -- I would  
8 imagine he and Tom knew the information  
9 regarding the deals of the composers and then  
10 that was relayed.

11 Q. But, to your knowledge, did he  
12 have any involvement with the actual  
13 registrations with BMI?

14 A. Physical registrations, no.

15 Q. And, to your knowledge, after  
16 Mr. Bacal left Sunbow, did he have any  
17 involvement with registrations of compositions  
18 at BMI?

19 MR. MONAGHAN: Object. She said  
20 she has no knowledge about the clearance  
21 registration forms. The only testimony she  
22 could give is about cue sheets. And she  
23 made it very clear in her answers to my  
24 questions that she doesn't know about that,  
25 so I think it's misleading to give --

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1 MS. VALENCIA: Thank you,  
2 Ms. Weitzman. I have no further questions.

3 MR. MONAGHAN: I have one  
4 follow-up.

5  
6 REDIRECT EXAMINATION

7 BY MR. MONAGHAN:

8 Q. Did any of your answers to  
9 Ms. Valencia's questions change anything that  
10 you had testified to on direct?

11 A. No.

12 Q. So your testimony about your lack  
13 of knowledge of filing of clearance forms with  
14 BMI remains as it was?

15 A. Yes.

16 Q. That is, you don't know anything  
17 about how that was accomplished?

18 A. No.

19 Q. And you don't know whether Mr.  
20 Bacal filed clearance forms or caused somebody  
21 else to file those clearance forms with BMI; is  
22 that right?

23 A. Yes.

24 Q. So it's just possible that he did  
25

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1 in fact file clearance forms with BMI, isn't  
 2 it?  
 3 MS. KITSON: Objection.  
 4 MS. VALENCIA: It's also possible  
 5 he didn't.  
 6 MR. MONAGHAN: Yes.  
 7 A. Right, I'm not comfortable saying  
 8 it's possible he did or he didn't, I don't know  
 9 anything of it.  
 10 Q. In fact you don't even know  
 11 anything about those forms, do you?  
 12 A. No.  
 13 MR. MONAGHAN: Thank you.  
 14 MS. KITSON: I have no questions.  
 15  
 16 (Whereupon, the deposition was  
 17 concluded at 11:50 a.m.)  
 18  
 19  
 20  
 21  
 22  
 23  
 24  
 25

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1 CERTIFICATE  
 2  
 3 STATE OF NEW YORK )  
 4 ) Ss.:  
 5 COUNTY OF SUFFOLK )  
 6  
 7 I, Denise Posillico, a Notary  
 8 Public within and for the State of New York, do  
 9 hereby certify: That CAROLE WEITZMAN, the  
 10 witness whose deposition is hereinbefore set  
 11 forth, was duly sworn by me and that such  
 12 deposition is a true record of the testimon  
 13 given by such witness.  
 14 I further certify that I am not  
 15 related to any of the parties to this actio  
 16 by blood or marriage; and that I am in no  
 17 way interested in the outcome of this  
 18 matter.  
 19 IN WITNESS WHEREOF, I have  
 20 hereunto set my hand this 19th day of May, 2003.  
 21  
 22  
 23  
 24  
 25

-----  
 DENISE POSILICO

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1 ACKNOWLEDGEMENT  
 2  
 3 STATE OF  
 4 COUNTY OF  
 5  
 6  
 7 I, CAROLE WEITZMAN, hereby certify  
 8 that I have read the transcript of my  
 9 testimony taken under oath in my deposition  
 10 of May 19, 2003, that the transcript is  
 11 a true, complete and correct record of my  
 12 testimony, and that the answers on the record  
 13 as given by me are true and correct.  
 14  
 15  
 16

\_\_\_\_\_  
 CAROLE WEITZMAN

17  
 18  
 19 Signed and subscribed to me,  
 20 this \_\_\_\_\_ day of \_\_\_\_\_,  
 21 2003.  
 22  
 23

24 \_\_\_\_\_  
 25 Notary Public